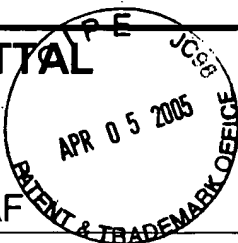


FEE TRANSMITTAL

For FY 2005

MAIL STOP AF



Complete If Known

Application No.	09/638,560
Filing Date	August 14, 2000
First Named Inventor	Bernard De Groeve
Examiner Name	Firmin Backer
Art Unit	3621
Attorney Docket No.	42950.000036

☐ Applicant claims small entity status. See 37 CFR 1.27**Total Amount Of (\$)** 500.00
Payment**METHOD OF PAYMENT** (check all that apply)☒ Check ☐ Credit Card ☐ Money Order ☐ None ☐ Other (identify): _____Deposit Account Name : **Hunton & Williams**☒ Deposit Account Deposit Account Number **50-0206** **LLP**

For the above-identified deposit account, the Director is hereby authorized to: (check all that apply)

☐ Charge fee(s) indicated below. ☐ Charge fee(s) indicated below, **except for the filing fee**
☒ Charge any additional fee(s) or underpayments of fee(s) under 37 CFR 1.16 and 1.17 ☒ Credit any overpayments.**FEE CALCULATION****1. BASIC FILING, SEARCH AND EXAMINATION FEES**

Application Type	FILING FEES		SEARCH FEES		EXAMINATION FEES		Fees Paid (\$)
	Fee(\$)	Small Entity Fee (\$)	Fee(\$)	Small Entity Fee (\$)	Fee(\$)	Small Entity Fee (\$)	
Utility	300.00	150.00	500.00	250.00	200.00	100.00	
Design	200.00	100.00	100.00	50.00	130.00	65.00	
Plant	200.00	100.00	300.00	150.00	160.00	80.00	
Reissue	300.00	150.00	500.00	250.00	600.00	300.00	
Provisional	200.00	100.00	0.00	0.00	0.00	0.00	

2. EXCESS CLAIMS FEES

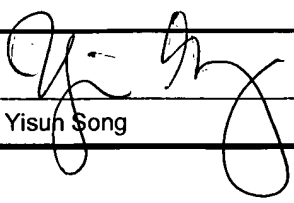
For	Number Present	Highest Number Paid For	Extra	Fees (\$)	Small Entity Fee (\$)	Fees Paid (\$)
Total Claims		20	0 x	50.00	25.00	
Independent Claims		3	0 x	200.00	100.00	
Multiple Dependent Claim				360.00	180.00	
Total Excess Claims Fees						

3. APPLICATION SIZE FEE (if the specification and drawings exceed 100 sheets of paper, the application size fee due is \$250 (\$125 for small entity) for each additional 50 sheets or fraction thereof. See 35 U.S.C. 41(a)(1)(G) and 37 CFR 1.16(s).

Total Sheets	Extra Sheets	No. of Each Additional 50 or Fraction Thereof	Fees (\$)	Small Entity Fee (\$)	Fees Paid (\$)
_____ - 100 =	_____ / 50 =	_____ (round up to a whole number) x	250.00	125.00	

4. OTHER FEE(S)

- | | |
|---|---|
| <input type="checkbox"/> Non-English Specification (no small entity discount) | <input type="checkbox"/> Utility Issue Fee (or Reissue) (including Publication Fee, if necessary) |
| <input type="checkbox"/> Surcharge - late filing fee or oath | <input type="checkbox"/> Design Issue Fee |
| <input type="checkbox"/> Surcharge - late provisional filing fee or cover sheet | <input type="checkbox"/> Plant Issue Fee |
| <input type="checkbox"/> _____ Month Extension of Time | <input type="checkbox"/> Petition to Commissioner |
| <input type="checkbox"/> Submission of Information Disclosure Statement | <input type="checkbox"/> Petition to Revive (Unavoidable) |
| <input type="checkbox"/> Notice of Appeal | <input type="checkbox"/> Petition to Revive (Unintentional) |
| <input type="checkbox"/> Request for Oral Hearing | <input type="checkbox"/> Petitions Related to Provisional Applications |
| <input checked="" type="checkbox"/> Filing Brief in Support of Appeal 500.00 | <input type="checkbox"/> Recording Each Patent Assignment Per Property |
| <input type="checkbox"/> Filing Submission After Final Rejection | <input type="checkbox"/> Other (specify) _____ |

SUBMITTED BY					
Signature		Registration No.	44,487	Telephone	(202) 955-1500
Typed or Printed Name	Yisun Song			Date	April 5, 2005





IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of:)	Attorney Docket No. 42950.000036
)	
Bernard De Groeve <i>et al</i>)	Confirmation No. 9964
)	
Serial No.: 09/638,560)	TC/A.U.: 3621
)	Examiner: Firmin Backer
Filed: August 14, 2000)	
)	Customer No. 21967
For: ELECTRONIC MULTIPARTY)	
ACCOUNTS RECEIVABLE AND)	
ACCOUNTS PAYABLE SYSTEM)	
)	

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Alexandria, VA 22313-1450

APPEAL BRIEF



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THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of:)	Attorney Docket No. 42950.000036
)	
Bernard De Groeve <i>et al</i>)	Confirmation No. 9964
)	
Serial No.: 09/638,560)	TC/A.U.: 3621
)	Examiner: Firmin Backer
Filed: August 14, 2000)	
)	Customer No. 21967
For: ELECTRONIC MULTIPARTY)	
ACCOUNTS RECEIVABLE AND)	
ACCOUNTS PAYABLE SYSTEM)	
)	

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APPEAL BRIEF

Appellants' Appeal Brief in connection with the above-captioned patent application is hereby submitted. A check for the requisite fee in accordance with 37 C.F.R. § 1.17(c) is enclosed. A Notice of Appeal was filed on March 22, 2005. It is respectfully submitted that this Appeal Brief is timely filed. Each item required by 37 C.F.R. § 41.37 is set forth below. Appellants believe that no additional fees are deemed necessary, however if there are any deficiencies, please charge the undersigned's Deposit Account No. 50-0206.

In response to the Office Action dated December 22, 2004, rejecting pending claims 1-4, 6-9, 11-90, 93-145 and 155, Appellants respectfully request that the Board of Patent Appeals and Interferences reconsider and withdraw the rejection of record, and allow the pending claims, which are attached hereto as Appendix A.

I. REAL PARTY IN INTEREST

The real party in interest is Bank One Corporation, the assignee of the above-referenced application.

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II. RELATED APPEALS AND INTERFERENCES

To the best of Appellants' knowledge, there are no related Appeals or Interferences.

III. STATUS OF CLAIMS

Claims 1-4, 6-9, 11-90, 93-144 and 155 are pending in the application. The rejections of each of claims 1-4, 6-9, 11-90, 93-144 and 155 are appealed.

IV. STATUS OF AMENDMENTS

No amendments to the claims have been filed subsequent to the rejection dated December 22, 2004.

V. SUMMARY OF CLAIMED SUBJECT MATTER

A. Summary of the Invention

A system of an embodiment of the present inventions accommodates and facilitates a wide range of commercial arrangements between system participants concerning the conversion of debt obligations into electronic promissory notes. For example, a creditor participant on an electronic invoice may specify that confirmation causes the invoice to automatically become an electronic promissory note, which is freely transferable. In addition, a creditor participant and a debtor participant on an electronic invoice may agree that confirmation causes an electronic invoice to automatically become an electronic promissory note. Further, a debtor participant and a creditor participant may agree that after confirmation the electronic invoice remains a bilateral contract pursuant to which an electronic promissory note may be issued after the debtor participant gives an additional consent. (page 51, lines 6-13 of the specification).

In addition, authorization, when used in conjunction with electronic invoices, may signify that the debtor participant has authorized the invoice and agreed to a sum and date on which payment will be made to settle the debt obligation. (page 5, lines 21-23 of the specification).

Further, confirmation means allows a creditor participant and a debtor participant to a transaction to confirm an electronic invoice, wherein confirmation signifies that the debt has become an independent payment obligation due on a date certain and free of any defenses to the underlying contract. Confirmed electronic invoices may be used by system participants for better cash flow forecasting, obtaining better lending rates from financial institutions, or access to other financing alternatives including the creation of electronic promissory notes, electronic bills of exchange, or electronic drafts. (page 5, line 24 - page 6, line 2 of the specification).

The creditor participant holding electronic promissory notes may make them available for discounting or other financing transactions (*e.g.*, secured lending) by third parties (*e.g.*, banks, financial institutions, corporations), or may use them to settle other debt obligations to creditors. The system of an embodiment of the present inventions enables creditor participants to designate certain electronic promissory notes as available for discounting. (page 10 of the specification).

B. Embodiments of the Claimed Invention

1. Independent Claim 1

According to an embodiment of the present invention, claim 1 is directed to an electronic multiparty accounts receivable and accounts payable system for use by at least two system participants, including a creditor participant and a debtor participant. Independent claim 1 recites electronic data storage means (74) for storing accounts receivable and accounts payable information concerning the system participants (page 25, lines 19-28); data entry means (72) for entering accounts receivable and accounts payable information reflecting debts owed to a creditor participant by a debtor participant into the electronic data storage means of the electronic multiparty accounts receivable and accounts payable system (page 25, lines 19-28); electronic invoicing means (82) for constructing an electronic invoice reflecting amounts owed to the creditor participant by the debtor participant on one or more underlying contracts (page 26, lines 3-23); electronic invoice presentment means (84) for presenting the electronic invoice reflecting amounts owed to the creditor participant by the debtor participant for acceptance or rejection (page 26, line 24 - page 27, line 2); authorization means (86) for allowing the debtor participant to authorize the electronic invoice, wherein the authorization signifies the debt reflected in the electronic invoice has become a payment obligation due on a date certain (page 27, lines 3-10); and confirmation means (114) for allowing the debtor participant to confirm the electronic

invoice without modification, wherein the confirmation transforms the debt reflected in the electronic invoice owed by the debtor participant into an independent payment obligation due on a date certain for a sum certain and free of defenses to the underlying contract (page 36, lines 8-24); wherein the creditor participant transfers the independent payment obligation due on the date certain for the sum certain to a third party entity as an electronic promissory note for settling a separate obligation between the creditor participant and the third party entity (page 10).

2. Independent Claim 11

According to an embodiment of the present invention, claim 11 recites electronic data storage means (74) for storing accounts receivable and accounts payable information concerning the system participants (page 25, lines 19-28); data entry means (72) for entering accounts receivable and accounts payable information reflecting debts owed to a creditor participant by a debtor participant into the electronic data storage means of the electronic multiparty accounts receivable and accounts payable system (page 25, lines 19-28); electronic invoicing means (82) for constructing an electronic invoice reflecting amounts owed to the creditor participant by the debtor participant on one or more underlying contracts (page 26, lines 3-23); electronic invoice presentment means (84) for presenting the electronic invoice reflecting amounts owed to the creditor participant by the debtor participant for acceptance or rejection (page 26, line 24 - page 27, line 2); authorization means (86) for allowing the debtor participant to authorize the electronic invoice, wherein the authorization signifies the debt reflected in the electronic invoice has become a payment obligation due on a date certain (page 27, lines 3-10); confirmation means (114) for allowing the debtor participant to confirm the electronic invoice without modification, wherein the confirmation transforms the debt reflected in the electronic invoice owed by the debtor participant into an independent payment obligation due on a date certain for a sum certain and free of defenses to the underlying contract (page 36, lines 8-24); wherein the creditor participant transfers the independent payment obligation due on the date certain for the sum certain to a third party entity as an electronic promissory note for settling a separate obligation between the creditor participant and the third party entity (page 10); and payment receipt currency designation means for allowing the creditor participant to designate a currency for payment receipt for a specific invoice irrespective of the currency specified on such electronic invoice (page 38, line 22 - page 39, line 15, FIGs. 9A - 9D).

3. Independent Claim 12

According to an embodiment of the present invention, claim 12 recites electronic data storage means (74) for storing accounts receivable and accounts payable information concerning the system participants (page 25, lines 19-28); data entry means (72) for entering accounts receivable and accounts payable information reflecting debts owed to a creditor participant by a debtor participant into the electronic data storage means of the electronic multiparty accounts receivable and accounts payable system (page 25, lines 19-28); electronic invoicing means (82) for constructing an electronic invoice reflecting amounts owed to the creditor participant by the debtor participant on one or more underlying contracts (page 26, lines 3-23); electronic invoice presentment means (84) for presenting the electronic invoice reflecting amounts owed to the creditor participant by the debtor participant for acceptance or rejection (page 26, lines 24 - page 27, line 2); authorization means (86) for allowing the debtor participant to authorize the electronic invoice, wherein the authorization transforms the debt reflected in the electronic invoice owed by the debtor participant into an independent payment obligation due on a date certain for a sum certain and free of defenses to the underlying contract (page 27, lines 3-10); wherein the creditor participant transfers the independent payment obligation due on the date certain for the sum certain to a third party entity as an electronic promissory note for settling a separate obligation between the creditor participant and the third party entity (page 10); electronic rejection means for allowing the debtor participant and recipient of the electronic invoice presented by the creditor participant to construct an electronic response document for presentment to the creditor participant setting forth the basis of rejection of the electronic invoice (page 28, lines 5-20); and electronic rejection presentment means for presenting the electronic response document created by the debtor participant to the creditor participant (page 28, lines 5-20).

4. Independent Claim 21

According to an embodiment of the present invention, claim 21 recites electronic data storage means (74) for storing accounts receivable and accounts payable information concerning the system participants (page 25, lines 19-28); data entry means (72) for entering accounts receivable and accounts payable information reflecting debts owed to a creditor participant by a

debtor participant into the electronic data storage means of the electronic multiparty accounts receivable and accounts payable system (page 25, lines 19-28); electronic invoicing means (82) for constructing an electronic invoice reflecting amounts owed to the creditor participant by the debtor participant on one or more underlying contracts (page 26, lines 3-23); electronic invoice presentment means (84) for presenting the electronic invoice reflecting amounts owed to the creditor participant by the debtor participant for acceptance or rejection (page 26, line 24- page 27, line 2); authorization means (86) for allowing the debtor participant to authorize the electronic invoice, wherein the authorization transforms the debt reflected in the electronic invoice owed by the debtor participant into an independent payment obligation due on a date certain for a sum certain and free of defenses to the underlying contract (page 27, lines 3-10); wherein the creditor participant transfers the independent payment obligation due on the date certain for the sum certain to a third party entity as an electronic promissory note for settling a separate obligation between the creditor participant and the third party entity (page 10); amended electronic invoice creation means for allowing the creditor participant to construct an amended electronic invoice reflecting amendments to an electronic invoice previously presented by the creditor participant to the debtor participant (page 28, lines 5-20); and amended electronic invoice presentment means for presenting the amended electronic invoice constructed by the creditor participant to the debtor participant (page 28, lines 5-20).

5. Independent Claim 33

According to an embodiment of the present invention, claim 33 recites electronic data storage means (74) for storing accounts receivable and accounts payable information concerning the system participants (page 25, lines 19-28); data entry means (72) for entering accounts receivable and accounts payable information reflecting debts owed to the creditor participant by a debtor participant into the electronic data storage means of the electronic multiparty accounts receivable and accounts payable system (page 25, lines 19-28); electronic invoicing means (82) for constructing an electronic invoice reflecting amounts owed to the creditor participant by the debtor participant on one or more underlying contracts (page 26, lines 3-23); electronic invoice presentment means (84) for presenting the electronic invoice reflecting amounts owed to the creditor participant by the debtor participant to the debtor participant for acceptance or rejection (page 26, line 24 - page 27, line 2); authorization means (86) for allowing the debtor participant

to authorize the electronic invoice, wherein the authorization transforms the debt reflected in the electronic invoice owed by the debtor participant into an independent payment obligation due on a date certain for a sum certain and free of defenses to the underlying contract (page 27, lines 3-10); wherein the creditor participant transfers the independent payment obligation due on the date certain for the sum certain to a third party entity as an electronic promissory note for settling a separate obligation between the creditor participant and the third party entity (page 10); credit note creation means (116) for allowing the creditor participant to construct a credit note reflecting an agreed-to credit (page 28, lines 5-10); credit note presentment means for presenting the credit note to the debtor participant; and credit note confirmation means for the debtor participant to confirm the credit note presented by the creditor participant (page 28, lines 5-10), whereby the confirmation signifies the credit reflected in the electronic credit note has become an independent payment obligation due on a date certain and free of any defenses to the underlying contract; wherein the information access control means further allows each system participant to selectively control access to information in dependence on the identity of the party seeking access to the information (page 10, page 28, lines 5-10).

6. Independent Claim 36

According to an embodiment of the present invention, claim 36 recites electronic data storage means (74) for storing accounts receivable and accounts payable information concerning the system participants (page 25, lines 19-28); data entry means (72) for entering accounts receivable and accounts payable information reflecting debts owed to a creditor participant by a debtor participant into the electronic data storage means of the electronic multiparty accounts receivable and accounts payable system (page 25, lines 19-28); electronic invoicing means (82) for constructing an electronic invoice reflecting amounts owed to the creditor participant by the debtor participant on one or more underlying contracts (page 26, lines 3-23); electronic invoice presentment means (84) for presenting the electronic invoice reflecting amounts owed to the creditor participant by the debtor participant for acceptance or rejection (page 26, line 24 - page 27, line 2); authorization means (86) for allowing the debtor participant to authorize the electronic invoice, wherein the authorization transforms the debt reflected in the electronic invoice owed by the debtor participant into an independent payment obligation due on a date certain for a sum certain and free of defenses to the underlying contract (page 27, lines 3-10);

wherein the creditor participant transfers the independent payment obligation due on the date certain for the sum certain to a third party entity as an electronic promissory note for settling a separate obligation between the creditor participant and the third party entity (page 10); and financial information viewing means (440) for allowing each system participant to designate financial information stored in the electronic data storage means as available for review by selected third parties (page 49, lines 10-27).

7. Independent Claim 43

According to an embodiment of the present invention, claim 43 recites electronic data storage means (74) for storing accounts receivable and accounts payable information concerning the system participants (page 25, lines 19-28); data entry means (72) for entering accounts receivable and accounts payable information reflecting debts owed to a creditor participant by a debtor participant into the electronic data storage means of the electronic multiparty accounts receivable and accounts payable system (page 25, lines 19-28); electronic invoicing means (82) for constructing an electronic invoice reflecting amounts owed to the creditor participant by the debtor participant on one or more underlying contracts (page 26, lines 3-23); electronic invoice presentment means (84) for presenting the electronic invoice reflecting amounts owed to the creditor participant by the debtor participant for acceptance or rejection (page 26, line 24 - page 27, line 2); authorization means (86) for allowing the debtor participant to authorize the electronic invoice, wherein the authorization signifies the debt reflected in the electronic invoice has become a payment obligation due on a date certain (page 27, lines 3-10); confirmation means (114) for allowing the debtor participant to confirm the electronic invoice without modification, wherein the confirmation transforms the debt reflected in the electronic invoice owed by the debtor participant into an independent payment obligation due on a date certain for a sum certain and free of defenses to the underlying contract (page 36, lines 8-24); wherein the creditor participant transfers the independent payment obligation due on the date certain for the sum certain to a third party entity as an electronic promissory note for settling a separate obligation between the creditor participant and the third party entity (page 10); and independent payment obligation sale authorization means for allowing the debtor participant to agree to allow the creditor participant to sell to third parties the independent payment obligation created by confirmation of an electronic invoice or credit note (page 50, lines 18-24).

8. Independent Claim 47

According to an embodiment of the present invention, claim 47 recites electronic data storage means (74) for storing accounts receivable and accounts payable information concerning the system participants (page 25, lines 19-28); data entry means (72) for entering accounts receivable and accounts payable information reflecting debts owed to a creditor participant by a debtor participant into the electronic data storage means of the electronic multiparty accounts receivable and accounts payable system (page 25, lines 19-28); electronic invoicing means (82) for constructing an electronic invoice reflecting amounts owed to the creditor participant by the debtor participant on one or more underlying contracts (page 26, lines 3-23); electronic invoice presentment means (84) for presenting the electronic invoice reflecting amounts owed to the creditor participant by the debtor participant for acceptance or rejection (page 26, line 24 - page 27, lines 2); authorization means (86) for allowing the debtor participant to authorize the electronic invoice, wherein the authorization signifies the debt reflected in the electronic invoice has become a payment obligation due on a date certain (page 27, lines 3-10); confirmation means (114) for allowing the debtor participant to confirm the electronic invoice without modification, wherein the confirmation transforms the debt reflected in the electronic invoice owed by the debtor participant into an independent payment obligation due on a date certain for a sum certain and free of defenses to the underlying contract (page 36, lines 8-24); wherein the creditor participant transfers the independent payment obligation due on the date certain for the sum certain to a third party entity as an electronic promissory note for settling a separate obligation between the creditor participant and the third party entity (page 10); and electronic transferable record designation means for designating as an electronic transferable record confirmed electronic invoices constituting independent payment obligations of the debtor participant to the creditor participant (page 50, line 25 - page 51, line 5).

9. Independent Claim 48

According to an embodiment of the present invention, claim 48 recites electronic data storage means (74) for storing accounts receivable and accounts payable information concerning the system participants (page 25, lines 19-28); data entry means (72) for entering accounts receivable and accounts payable information reflecting debts owed to a creditor participant by a

debtor participant into the electronic data storage means of the electronic multiparty accounts receivable and accounts payable system (page 25, lines 19-28); electronic invoicing means (82) for constructing an electronic invoice reflecting amounts owed to the creditor participant by the debtor participant on one or more underlying contracts (page 26, lines 3-23); electronic invoice presentment means (84) for presenting the electronic invoice reflecting amounts owed to the creditor participant by the debtor participant for acceptance or rejection (page 26, line 24- page 27, line 2); authorization means (86) for allowing the debtor participant to authorize the electronic invoice, wherein the authorization signifies the debt reflected in the electronic invoice has become a payment obligation due on a date certain (page 27, lines 3-10); confirmation means (114) for allowing the debtor participant to confirm the electronic invoice without modification, wherein the confirmation transforms the debt reflected in the electronic invoice owed by the debtor participant into an independent payment obligation due on a date certain for a sum certain and free of defenses to the underlying contract (page 36, lines 8-24); wherein the creditor participant transfers the independent payment obligation due on the date certain for the sum certain to a third party entity as an electronic promissory note for settling a separate obligation between the creditor participant and the third party entity (page 10); and electronic bill of exchange designation means for designating as an electronic bill of exchange confirmed electronic invoices constituting independent payment obligations of the debtor participant to the creditor participant (page 51, lines 1-5) .

10. Independent Claim 49

According to an embodiment of the present invention, claim 49 recites electronic data storage means (74) for storing accounts receivable and accounts payable information concerning the system participants (page 25, lines 19-28); data entry means (72) for entering accounts receivable and accounts payable information reflecting debts owed to a creditor participant by a debtor participant into the electronic data storage means of the electronic multiparty accounts receivable and accounts payable system (page 25, lines 19-28); electronic invoicing means (82) for constructing an electronic invoice reflecting amounts owed to the creditor participant by the debtor participant on one or more underlying contracts (page 26, lines 3-23); electronic invoice presentment means (84) for presenting the electronic invoice reflecting amounts owed to the creditor participant by the debtor participant for acceptance or rejection (page 26, line 24 - page

27, line 2); authorization means (86) for allowing the debtor participant to authorize the electronic invoice, wherein the authorization signifies the debt reflected in the electronic invoice has become a payment obligation due on a date certain (page 27, lines 3-10); confirmation means (114) for allowing the debtor participant to confirm the electronic invoice without modification, wherein the confirmation transforms the debt reflected in the electronic invoice owed by the debtor participant into an independent payment obligation due on a date certain for a sum certain and free of defenses to the underlying contract (page 36, lines 8-24); wherein the creditor participant transfers the independent payment obligation due on the date certain for the sum certain to a third party entity as an electronic promissory note for settling a separate obligation between the creditor participant and the third party entity (page 10); and electronic draft designation means for designating as an electronic draft confirmed electronic invoices constituting independent payment obligations of the debtor participant to the creditor participant (page 51, lines 1-5).

11. Independent Claim 50

According to an embodiment of the present invention, claim 50 recites electronic data storage means (74) for storing accounts receivable and accounts payable information concerning the system participants (page 25, lines 19-28); data entry means (72) for entering accounts receivable and accounts payable information reflecting debts owed to a creditor participant by a debtor participant into the electronic data storage, means of the electronic multiparty accounts receivable and accounts payable system (page 25, lines 19-28); electronic invoicing means (82) for constructing an electronic invoice reflecting amounts owed to the creditor participant by the debtor participant on one or more underlying contracts (page 26, lines 3-23); electronic invoice presentment means (84) for presenting the electronic invoice reflecting amounts owed to the creditor participant by the debtor participant for acceptance or rejection (page 26, line 24 - page 27, line 2); authorization means (86) for allowing the debtor participant to authorize the electronic invoice, wherein the authorization signifies the debt reflected in the electronic invoice has become a payment obligation due on a date certain (page 27, lines 3-10); confirmation means (114) for allowing the debtor participant to confirm the electronic invoice without modification, wherein the confirmation transforms the debt reflected in the electronic invoice owed by the debtor participant into an independent payment obligation due on a date certain for a sum certain

and free of defenses to the underlying contract (page 36, lines 8-24); wherein the creditor participant transfers the independent payment obligation due on the date certain for the sum certain to a third party entity as an electronic promissory note for settling a separate obligation between the creditor participant and the third party entity (page 10); and electronic promissory note designation means for designating as electronic promissory notes confirmed electronic invoices constituting independent payment obligations of the debtor participant to the creditor participant (page 51, lines 1-15).

12. Independent Claim 84

According to an embodiment of the present invention, claim 84 recites electronic data storage means (74) for storing accounts receivable and accounts payable information concerning the system participants (page 25, lines 19-28); data entry means (72) for entering accounts receivable and accounts payable information reflecting debts owed to a creditor participant by a debtor participant into the electronic data storage means of the electronic multiparty accounts receivable and accounts payable system (page 25, lines 19-28); electronic invoicing means (82) for constructing an electronic invoice reflecting amounts owed to the creditor participant by the debtor participant on one or more underlying contracts (page 26, lines 3-23); electronic invoice presentment means (84) for presenting the electronic invoice reflecting amounts owed to the creditor participant by the debtor participant for acceptance or rejection (page 26, line 24 - page 27, line 2); authorization means (86) for allowing the debtor participant to authorize the electronic invoice, wherein the authorization transforms the debt reflected in the electronic invoice owed by the debtor participant into an independent payment obligation due on a date certain for a sum certain and free of defenses to the underlying contract (page 27, lines 3-10); wherein the creditor participant transfers the independent payment obligation due on the date certain for the sum certain to a third party entity as an electronic promissory note for settling a separate obligation between the creditor participant and the third party entity (page 10); settlement determination means for determining payments a debtor participant must make on accounts payable reflected in authorized or confirmed electronic invoices in respect of a specified payment date and a specified currency (page 38, line 22 - page 39, line 15); trust account payment receipt verification means for verifying that payment has been received from the debtor participant and credited to a trust account at an agent bank (page 44, line 27-page 45,

line 12); and trust account payment receipt presentment means for presenting the electronic trust account payment receipt information (page 44, line 27-page 45, line 12).

13. Independent Claim 90

According to an embodiment of the present invention, claim 90 recites electronic data storage means (74) for storing accounts receivable and accounts payable information concerning the system participants (page 25, lines 19-28); data entry means (72) for entering accounts receivable and accounts payable information reflecting debts owed to a creditor participant by a debtor participant into the electronic data storage means of the electronic multiparty accounts receivable and accounts payable system (page 25, lines 19-28); electronic invoicing means (82) for constructing an electronic invoice reflecting amounts owed to the creditor participant by the debtor participant on one or more underlying contracts (page 26, lines 3-23); electronic invoice presentment means (84) for presenting the electronic invoice reflecting amounts owed to the creditor participant by the debtor participant for acceptance or rejection (page 26, line 24 - page 27, line 2); authorization means (86) for allowing the debtor participant to authorize the electronic invoice, wherein the authorization transforms the debt reflected in the electronic invoice owed by the debtor participant into an independent payment obligation due on a date certain for a sum certain and free of defenses to the underlying contract (page 27, lines 3-10); wherein the creditor participant transfers the independent payment obligation due on the date certain for the sum certain to a third party entity as an electronic promissory note for settling a separate obligation between the creditor participant and the third party entity (page 10); settlement determination means for determining payments a debtor participant must make on accounts payable reflected in authorized or confirmed electronic invoices in respect of a specified payment date and a specified currency (page 38, line 2 - page 39, line 15); debtor participant payment remittance verification means for verifying that a payment for the amount due has been issued from the account of the debtor participant at the debtor participant's bank to either the trust account at an agent bank or account of the creditor at the creditor's bank (page 44, lines 15-26); debtor participant payment remittance presentment means for presenting the electronic debtor participant payment remittance verification information (page 44, lines 15-26); and trust account payment receipt update means for updating the information stored on the electronic data storage means with the trust account payment receipt information concerning the

payment made by the debtor participant into a trust account of an agent bank (page 44, line 27- page 45, line 12).

14. Independent Claim 97

According to an embodiment of the present invention, claim 97 recites electronic data storage means (74) for storing accounts receivable and accounts payable information concerning the system participants (page 25, lines 19-28); data entry means (72) for entering accounts receivable and accounts payable information reflecting debts owed to a creditor participant by a debtor participant into the electronic data storage means of the electronic multiparty accounts receivable and accounts payable system (page 25, lines 19-28); electronic invoicing means (82) for constructing an electronic invoice reflecting amounts owed to the creditor participant by the debtor participant on one or more underlying contracts (page 26, lines 3-23); electronic invoice presentment means (84) for presenting the electronic invoice reflecting amounts owed to the creditor participant by the debtor participant for acceptance or rejection (page 26, line 24 - page 27, line 2); authorization means (86) for allowing the debtor participant to authorize the electronic invoice, wherein the authorization transforms the debt reflected in the electronic invoice owed by the debtor participant into an independent payment obligation due on a date certain for a sum certain and free of defenses to the underlying contract (page 27, lines 3-10); wherein the creditor participant transfers the independent payment obligation due on the date certain for the sum certain to a third party entity as an electronic promissory note for settling a separate obligation between the creditor participant and the third party entity (page 10); settlement determination means for determining payments a debtor participant must make on accounts payable reflected in authorized or confirmed electronic invoices in respect of a specified payment date and a specified currency (page 38, line 22 - page 39, line 15); and automatic debtor participant payment instruction creation means for automatically creating and submitting a payment instruction to the bank of the debtor participant to issue a payment for the amount due from the account of the debtor participant into a trust account at an agent bank (page 13, lines 1-6).

15. Independent Claim 111

According to an embodiment of the present invention, claim 111 recites electronic data storage means (74) for storing accounts receivable and accounts payable information concerning the system participants (page 25, lines 19-28); data entry means (72) for entering accounts receivable and accounts payable information reflecting debts owed to a creditor participant by a debtor participant into the electronic data storage means of the electronic multiparty accounts receivable and accounts payable system (page 25, lines 19-28); electronic invoicing means (82) for constructing an electronic invoice reflecting amounts owed to the creditor participant by the debtor participant on one or more underlying contracts (page 26, lines 3-23); electronic invoice presentment means (84) for presenting the electronic invoice reflecting amounts owed to the creditor participant by the debtor participant for acceptance or rejection; authorization means for allowing the debtor participant to authorize the electronic invoice, wherein the authorization transforms the debt reflected in the electronic invoice owed by the debtor participant into an independent payment obligation due on a date certain for a sum certain and free of defenses to the underlying contract (page 26, line 24 - page 27, line 2); wherein the creditor participant transfers the independent payment obligation due on the date certain for the sum certain to a third party entity as an electronic promissory note for settling a separate obligation between the creditor participant and the third party entity (page 10); and settlement determination means for determining payments a debtor participant must make on accounts payable reflected in authorized or confirmed electronic invoices in respect of a specified payment date and a specified currency (page 38, line 22 - page 39, line 15); wherein a debtor participant holds an electronic promissory note and a creditor participant has agreed to accept the electronic promissory note for settlement of debts of the debtor participant, the electronic multiparty accounts receivable and accounts payable system further comprising: debtor electronic promissory note settlement means for allowing the debtor participant to use the electronic promissory note in satisfaction of the payment obligations owed to the creditor participant (page 41, line 10 - page 45, line 22).

16. Independent Claim 155

According to an embodiment of the present invention, claim 155 recites electronic data storage means (74) for storing debt information associated with at least one invoice between the debtor participant and the creditor participant (page 25, line 19-28); data entry means (72) for entering debt information into the electronic data storage means of the electronic multiparty accounts receivable and accounts payable system (page 25, line 19-28); and aggregation means (124) for electronically aggregating debt obligations reflected in the at least one invoice owed by the debtor participant or to the creditor participant by one or more characteristics associated with financial information to be aggregated (page 28, line 21 - page 29, line 9); wherein the debtor participant electronically transmits amended data associated with the invoice concerning the debtor participant and the creditor participant wherein the amended data comprises one or more of modified payment amount, modified payment date and one or more proposed changes (FIG. 8, 260); wherein the creditor participant electronically receives the amended data and electronically performs a decision on the amended data for confirmation wherein the confirmation indicates an agreement concerning the amended data prior to execution of the invoice (FIG. 8, 266, 270); and wherein the creditor participant and the debtor participant collaborate together for reconciliation concerning the debt obligation associated with the creditor participant and the debtor participant (FIG. 8).

VI. GROUNDS OF REJECTION TO BE REVIEWED ON APPEAL

The issues on appeal are as follows.

A. Whether claims 1-4, 6-9, 11-90, 93-145 and 155 are anticipated under 35 U.S.C. § 102(e) by U.S. Patent No. 6,385,595 to Kolling *et al* ("Kolling").

None of the claims stand or fall together. The reasons why each claim is separately patentable are presented in the Arguments section below.

VII. ARGUMENTS

The rejections against the pending claims under consideration in the above-captioned patent application should be reversed for at least the reasons set forth below.

A. Brief Description of the Art Applied to the Claims

U.S. Patent No. 6,385,595 to Kolling *et al.*

Kolling appears to be directed to an electronic statement payment system for replacing preparation and mailing of paper statements and invoices from a biller with electronic delivery. The electronic statement presentment system allows billers to efficiently and cost effectively deliver electronic statements to respective consumers of their services and products. (col. 4, lines 11-16). The invention of Kolling primarily directed to replacing printing, stuffing and mailing of paper statements with electronic delivery. (Abstract).

Kollings fails to anticipate or obviate the combination of claim limitations, as recited by Appellants.

B. Summary of Argument

Claims 1-4, 6-9, 11-90, 93-144 and 155 are improperly rejected under 35 U.S.C. § 102(e) by Kolling because the Office Action fails to show how Kolling shows each and every claim limitation. In particular, Kolling fails to show the combination of claim limitations.

C. Independent Claim 1 is Patentable Over Kolling

According to one aspect of an embodiment of the present invention, claim 1 is directed to an electronic multiparty accounts receivable and accounts payable system for use by at least two system participants, including a creditor participant and a debtor participant.

More specifically, independent claim 1 recites “**electronic data storage means** for storing accounts receivable and accounts payable information concerning the system participants;” “**data entry means** for entering accounts receivable and accounts payable

information reflecting debts owed to a creditor participant by a debtor participant into the electronic data storage means of the electronic multiparty accounts receivable and accounts payable system;” “**electronic invoicing means** for constructing an electronic invoice reflecting amounts owed to the creditor participant by the debtor participant on one or more underlying contracts;” “**electronic invoice presentment means** for presenting the electronic invoice reflecting amounts owed to the creditor participant by the debtor participant for acceptance or rejection;” “**authorization means** for allowing the *debtor participant* to authorize the electronic invoice, *wherein the authorization signifies the debt reflected in the electronic invoice has become a payment obligation due on a date certain;*” and “**confirmation means** for allowing the *debtor participant* to confirm the electronic invoice without modification, wherein the *confirmation transforms the debt reflected in the electronic invoice owed by the debtor participant into an independent payment obligation due on a date certain for a sum certain and free of defenses to the underlying contract;*” “*wherein the creditor participant transfers the independent payment obligation due on the date certain for the sum certain to a third party entity as an electronic promissory note for settling a separate obligation between the creditor participant and the third party entity.*”

Under 35 U.S.C. § 102, the Patent Office bears the burden of presenting at least a prima facie case of anticipation. Anticipation requires that a prior art reference disclose, either expressly or under the principles of inherency, each and every element of the claimed invention. In addition, the prior art reference must sufficiently describe the claimed invention so as to have placed the public in possession of it. In this case, as discussed in detail above, the Office Action has failed to show that Kolling *et al* discloses each and every claim limitation recited by Applicants. Therefore, the Office Action has failed to meet its burden. The rejection of claims 1-4, 6-9, 11-90, 93-144 and 155 under 35 U.S.C. § 102(e) should be withdrawn and the claims allowed accordingly.

For a proper rejection under 35 USC § 102(e), the Office Action must show each and every claim limitation disclosed in a single reference. The Office Action has completely failed to make a proper showing. Therefore, the rejections are improper and should be withdrawn.

There is absolutely no disclosure in Kolling *et al* directed to allowing the *debtor participant* to confirm the electronic invoice without modification, wherein the *confirmation*

transforms the debt reflected in the electronic invoice owed by the debtor participant into an independent payment obligation due on a date certain for a sum certain and free of defenses to the underlying contract” and further provides for *wherein the creditor participant transfers the independent payment obligation due on the date certain for the sum certain to a third party entity as an electronic promissory note for settling a separate obligation between the **creditor participant** and the **third party entity***. There is absolutely no discussion in Kolling *et al* or any effort by the Examiner to identify where or how Kolling *et al* discloses these claim limitations. Any discussion directed to a promissory note or equivalents thereof is completely lacking in Kolling *et al*. In fact, the Office Action merely copies independent claim 1, while ignoring the other independent claims and dependent claims of varying scope, and cites various figures and excerpts of the Kolling *et al* reference that all fail to address these claim limitations as well as the entire combination of claim limitations recited by Applicants.

In the Office Action of December 22, 2004, the Examiner does nothing more than copy independent claim 1 and cite a few excerpts of Kollings at the very end. There is no analysis or effort of any kind. The Examiner fails to explain how any of these excerpts of Kollings meets the each and every claim limitations. Further, the Kollings excerpts relied upon by the Office Action on page 3 all fail to show the claimed inventions. More specifically, Figure 2 shows an Electronic Statement Presentment Environment; Figure 3 shows an Electronic Statement Presentment (ESP) System; Figure 4 shows a Master Universal Biller File; Figure 10 shows an Example Electronic Statement; Figure 11 shows a Sample Electronic Banking Service Welcome Screen Shot; Figure 12 shows a Sample List of Invoices Available on Server; Figure 13 is a Sample Invoice Summary Screen Shot; and Figure 14 is a Sample Invoice Detail Screen Shot. Column 2, lines 52-63 refers to an electronic payment environment 10 where consumer 12 is able to quickly and easily send payment and accounts receivable information to biller 14 in a manner that reduces the costs associated with handling payments to biller 14. Column 5, lines 20-44 refers to receiving electronic statements from a particular biller and then distributing those electronic statements to the appropriate consumer financial institutions for later delivery to the customer. Column 8, line 44 - column 11, line 44 provide a description of electronic statement presentment system, including a discussion of templates. Column 10, lines 56-61 discuss templates and statement data. Column 15 line 66 to column 16, line 15 discuss field 342 “who

authorizes customer” which indicates which entity within the system will authorize a customer's request to participate in the ESP program. Column 18, lines 25-56 refers to graphical resources for inclusion in a template, graphical resources may include logos, fonts, hyperlinks. Column 21, line 4-13 refers to extracting statement data from the biller's invoicing system to produce extracted statement data in the form of a statement augmented record. Column 28, line 20-65 refers to delivering statement or invoices to consumers.

In the Response to Arguments on page 4 of the Office Action mailed December 22, 2004, the Examiner relies upon Kolling's discussion of templates in response to the claimed “authorization means” and “electronic promissory note” claim limitations. As discussed in Kolling, templates are used in preparing an electronic statement for the biller's customers (col. 9, lines 44-49). Template authoring workstation (TAWS) 210 utilizes current off-the-shelf authoring software packages to create templates that contain the biller's processing instructions for displaying statements and invoices (col. 9, lines 53-59). A template contains the programmed instructions and graphic pattern for statement information to be presented to the consumer (col. 9, lines 59-62). Data mapping information may indicate where statement data should be placed on the template, placement information for graphics, logos and enclosures, graphic information either describing graphics of their location, font information, etc. (col. 10, lines 2-6). TAWS 210 is used to gather the resources and package them into a template that can be used to combine with individual consumer statement data to produce an electronic statement (col. 10, lines 6-8). The template of Kolling may be used to generate an electronic statement where the template may contain information, format or logo, that the biller desires to send to the consumer (col. 6, lines 8-10). This allows the biller to continue using a similar format and style such as is presented on paper statements to maintain the same “look and feel” for the consumer (col. 6, lines 10-13).

The Office Action has completely failed to establish or make any attempt to establish how one of ordinary skill in the art could equate a template for generating an electronic statement with the claimed authorization means and electronic promissory note feature. More specifically, the claims recite “**authorization means** for allowing the *debtor participant* to authorize the electronic invoice, *wherein the authorization signifies the debt reflected in the electronic invoice has become a payment obligation due on a date certain;*” and “**confirmation means** for allowing

the *debtor participant* to confirm the electronic invoice without modification, wherein the *confirmation transforms the debt reflected in the electronic invoice owed by the debtor participant into an independent payment obligation due on a date certain for a sum certain and free of defenses to the underlying contract;*” “*wherein the creditor participant transfers the independent payment obligation due on the date certain for the sum certain to a third party entity as an electronic promissory note for settling a separate obligation between the creditor participant and the third party entity.*”

D. The Office Action Improperly Ignores Claims and Claim Limitations

It is well understood that for a proper rejection, all claim limitations must be taught or suggested by the prior art. *In re Royka*, 490 F.2d 981, 984-85 (C.C.P.A. 1974); *In re Wilson*, 424 F.2d 1382, 1385 (C.C.P.A. 1970) (“All words in a claim must be considered in judging the patentability of that claim against the prior art.”). Hence, the Office Action disregards the above precedent by mischaracterizing or outright ignoring numerous claim terms and limitations. Essentially, the Office Action glances over and mischaracterizes the terms and limitations of independent claim 1 by making vague and insufficient reference to the Kolling patent, and further effectively ignores all other independent claims and all dependent claim terms and limitations by merely asserting that the applied reference “encompass all the limitations disclosed [sic] in the claims and related to the independent claims” and “[t]herefore, they are rejected under the same rationale.” (page 3, Office Action mailed December 22, 2004). The improper “catch-all” argument falls far short of complying with the Patent Office's burden to set forth a proper 102 rejection.

In fact, the “catch-all” phrase is improper for at least two reasons. First, it fails to identify the other claim limitations that are purportedly disclosed by Kolling and where specifically in Kolling such limitations may be found. Without this information, Appellants are forced to speculate, making preparation of a complete and proper response virtually impossible. Board precedent clearly favors overturning such vague and equivocal rejections. *See e.g., Ex parte Gambogi*, 62 U.S.P.Q.2d 1209, 1212 (Bd. Pat. App. & Inter. 2001) (“Rejection of claims in patent application ... must be vacated and remanded, since patent examiner has ... not indicated

what that prior art would have meant to person of ordinary skill in the art, since examiner has not referred to specific portions of each of cited references, and since rejection therefore requires both applicants and Board of Patent Appeals and Interferences to speculate ...”).

Second, the “catch-all” phrase is deficient because it asserts an inherency argument without providing the requisite supporting evidence. The Federal Circuit has stated that to establish inherency the extrinsic evidence must make clear that the missing descriptive matter is necessarily present in the thing described in the reference, and that it would be so recognized by persons of ordinary skill. *In re Robertson*, 169 F.3d 743, 745 (Fed. Cir. 1999). The Office Action neither identifies the missing descriptive matter nor asserts that it is necessarily present in the system described in Kolling. Indeed, there is no way of knowing which specific limitations are deemed inherent and which are deemed disclosed since the Office Action is silent on both counts. Presumably, Appellants must divine whether a particular limitation is disclosed or inherent. Such conclusory statements cannot be relied upon and must be overturned. *In re Lee*, 277 F.3d 1338, 1343-44 (Fed. Cir. 2002) (The PTO “board cannot rely on conclusory statements when dealing with particular combinations of prior art and specific claims, but must set forth the rationale on which it relies.”).

The Office Action continues to provide only a cursory rejection of all the limitations of these dependent claims and continues to fail to set forth a basis for rejection of the other independent claims and each dependent claim. The Examiner is required to provide a basis for each and every claim limitation, as recognized in MPEP §§ 706.02(j) and 2143.03, and has continued to fail to do so here. In the response of October 30, 2003, Appeal Brief of January 30, 2004 and response of September 29, 2004, Applicants have requested a complete and proper examination of all pending claims. However, the Examiner continues to ignore these requests and continues to fail to provide any proper grounds of rejections for these pending claims.

E. Independent claims 11, 12, 21, 33, 36, 43, 47, 48, 49, 50, 84, 90, 97 and 111 are Each Separately Patentable over Kolling

Independent claims 11, 12, 21, 33, 36, 43, 47, 48, 49, 50, 84, 90, 97 and 111 and are believed to be patentable for at least the reasons stated above and further in view of the reasons stated below. For the reasons stated above, Kolling fails to disclose the claimed inventions and

the rejections should be withdrawn. Additionally, these claims are separately patentable over Kolling for at least the reasons stated below.

1. Independent claim 11 is Separately Patentable

Claim 11 is separately patentable because Kolling also fails to disclose *payment receipt currency designation means for allowing the creditor participant to designate a currency for payment receipt for a specific invoice irrespective of the currency specified on such electronic invoice*. The Office Action's rejection of this claim is improper for the reasons set forth above. Kolling fails to show each and every limitation of claim 11. In addition, there is no teaching or motivation to modify Kolling to include the additional limitations.

2. Independent claim 12 is Separately Patentable

Claim 12 is separately patentable because Kolling also fails to disclose *electronic rejection means for allowing the debtor participant and recipient of the electronic invoice presented by the creditor participant to construct an electronic response document for presentment to the creditor participant setting forth the basis of rejection of the electronic invoice and electronic rejection presentment means for presenting the electronic response document created by the debtor participant to the creditor participant*. The Office Action's rejection of this claim is improper for the reasons set forth above. Kolling fails to show each and every limitation of claim 12. In addition, there is no teaching or motivation to modify Kolling to include the additional limitations.

3. Independent claim 21 is Separately Patentable

Claim 21 is separately patentable because Kolling also fails to disclose *amended electronic invoice creation means for allowing the creditor participant to construct an amended electronic invoice reflecting amendments to an electronic invoice previously presented by the creditor participant to the debtor participant and amended electronic invoice presentment means for presenting the amended electronic invoice constructed by the creditor participant to the debtor participant*. The Office Action's rejection of this claim is improper for the reasons set forth above. Kolling fails to show each and every limitation of claim 21. In addition, there is no teaching or motivation to modify Kolling to include the additional limitations.

4. Independent claim 33 is Separately Patentable

Claim 33 is separately patentable because Kolling also fails to disclose *credit note creation means for allowing the creditor participant to construct a credit note reflecting an agreed-to credit; credit note presentment means for presenting the credit note to the debtor participant; and credit note confirmation means for the debtor participant to confirm the credit note presented by the creditor participant, whereby the confirmation signifies the credit reflected in the electronic credit note has become an independent payment obligation due on a date certain and free of any defenses to the underlying contract; wherein the information access control means further allows each system participant to selectively control access to information in dependence on the identity of the party seeking access to the information.* The Office Action's rejection of this claim is improper for the reasons set forth above. Kolling fails to show each and every limitation of claim 33. In addition, there is no teaching or motivation to modify Kolling to include the additional limitations.

5. Independent claim 36 is Separately Patentable

Claim 36 is separately patentable because Kolling also fails to disclose *financial information viewing means for allowing each system participant to designate financial information stored in the electronic data storage means as available for review by selected third parties.* The Office Action's rejection of this claim is improper for the reasons set forth above. Kolling fails to show each and every limitation of claim 36. In addition, there is no teaching or motivation to modify Kolling to include the additional limitations.

6. Independent claim 43 is Separately Patentable

Claim 43 is separately patentable because Kolling also fails to disclose *independent payment obligation sale authorization means for allowing the debtor participant to agree to allow the creditor participant to sell to third parties the independent payment obligation created by confirmation of an electronic invoice or credit note.* The Office Action's rejection of this claim is improper for the reasons set forth above. Kolling fails to show each and every limitation of claim 43. In addition, there is no teaching or motivation to modify Kolling to include the additional limitations.

7. Independent claim 47 is Separately Patentable

Claim 47 is separately patentable because Kolling also fails to disclose *electronic transferable record designation means for designating as an electronic transferable record confirmed electronic invoices constituting independent payment obligations of the debtor participant to the creditor participant*. The Office Action's rejection of this claim is improper for the reasons set forth above. Kolling fails to show each and every limitation of claim 47. In addition, there is no teaching or motivation to modify Kolling to include the additional limitations.

8. Independent claim 48 is Separately Patentable

Claim 48 is separately patentable because Kolling also fails to disclose *electronic bill of exchange designation means for designating as an electronic bill of exchange confirmed electronic invoices constituting independent payment obligations of the debtor participant to the creditor participant*. The Office Action's rejection of this claim is improper for the reasons set forth above. Kolling fails to show each and every limitation of claim 48. In addition, there is no teaching or motivation to modify Kolling to include the additional limitations.

9. Independent claim 49 is Separately Patentable

Claim 49 is separately patentable because Kolling also fails to disclose *electronic draft designation means for designating as an electronic draft confirmed electronic invoices constituting independent payment obligations of the debtor participant to the creditor participant*. The Office Action's rejection of this claim is improper for the reasons set forth above. Kolling fails to show each and every limitation of claim 49. In addition, there is no teaching or motivation to modify Kolling to include the additional limitations.

10. Independent claim 50 is Separately Patentable

Claim 50 is separately patentable because Kolling also fails to disclose *electronic promissory note designation means for designating as electronic promissory notes confirmed electronic invoices constituting independent payment obligations of the debtor participant to the creditor participant*. The Office Action's rejection of this claim is improper for the reasons set forth above. Kolling fails to show each and every limitation of claim 50. In addition, there is no teaching or motivation to modify Kolling to include the additional limitations.

11. Independent claim 84 is Separately Patentable

Claim 84 is separately patentable because Kolling also fails to disclose *settlement determination means for determining payments a debtor participant must make on accounts payable reflected in authorized or confirmed electronic invoices in respect of a specified payment date and a specified currency; trust account payment receipt verification means for verifying that payment has been received from the debtor participant and credited to a trust account at an agent bank; and trust account payment receipt presentment means for presenting the electronic trust account payment receipt information*. The Office Action's rejection of this claim is improper for the reasons set forth above. Kolling fails to show each and every limitation of claim 84. In addition, there is no teaching or motivation to modify Kolling to include the additional limitations.

12. Independent claim 90 is Separately Patentable

Claim 90 is separately patentable because Kolling also fails to disclose *settlement determination means for determining payments a debtor participant must make on accounts payable reflected in authorized or confirmed electronic invoices in respect of a specified payment date and a specified currency; debtor participant payment remittance verification means for verifying that a payment for the amount due has been issued from the account of the debtor participant at the debtor participant's bank to either the trust account at an agent bank or account of the creditor at the creditor's bank; debtor participant payment remittance presentment means for presenting the electronic debtor participant payment remittance verification information; and trust account payment receipt update means for updating the information stored on the electronic data storage means with the trust account payment receipt information concerning the payment made by the debtor participant into a trust account of an agent bank*. The Office Action's rejection of this claim is improper for the reasons set forth above. Kolling fails to show each and every limitation of claim 90. In addition, there is no teaching or motivation to modify Kolling to include the additional limitations.

13. Independent claim 97 is Separately Patentable

Claim 97 is separately patentable because Kolling also fails to disclose *settlement determination means for determining payments a debtor participant must make on accounts*

payable reflected in authorized or confirmed electronic invoices in respect of a specified payment date and a specified currency; and automatic debtor participant payment instruction creation means for automatically creating and submitting a payment instruction to the bank of the debtor participant to issue a payment for the amount due from the account of the debtor participant into a trust account at an agent bank. The Office Action's rejection of this claim is improper for the reasons set forth above. Kolling fails to show each and every limitation of claim 97. In addition, there is no teaching or motivation to modify Kolling to include the additional limitations.

14. Independent claim 111 is Separately Patentable

Claim 111 is separately patentable because Kolling also fails to *disclose settlement determination means for determining payments a debtor participant must make on accounts payable reflected in authorized or confirmed electronic invoices in respect of a specified payment date and a specified currency; wherein a debtor participant holds an electronic promissory note and a creditor participant has agreed to accept the electronic promissory note for settlement of debts of the debtor participant, the electronic multiparty accounts receivable and accounts payable system further comprising: debtor electronic promissory note settlement means for allowing the debtor participant to use the electronic promissory note in satisfaction of the payment obligations owed to the creditor participant.* The Office Action's rejection of this claim is improper for the reasons set forth above. Kolling fails to show each and every limitation of claim 111. In addition, there is no teaching or motivation to modify Kolling to include the additional limitations.

15. Independent claim 155 is Separately Patentable over Kolling

Independent claim 155 is directed to an electronic multiparty accounts receivable and accounts payable system for use by a plurality of system participants who have contracted with one another and who owe a plurality of debts to one another under a plurality of underlying contracts, and wherein certain system participants are debtor participants as a result of debts owed to other system participants, and wherein other system participants are creditor participants as a result of debts owed to them by the debtor participants. Claim 155 recites "*electronic data storage means for storing debt information associated with at least one invoice between the*

debtor participant and the creditor participant;” “data entry means for entering debt information into the electronic data storage means of the electronic multiparty accounts receivable and accounts payable system;” and “aggregation means for electronically aggregating debt obligations reflected in the at least one invoice owed by the debtor participant or to the creditor participant by one or more characteristics associated with financial information to be aggregated;” “wherein the debtor participant electronically transmits amended data associated with the invoice concerning the debtor participant and the creditor participant wherein the amended data comprises one or more of modified payment amount, modified payment date and one or more proposed changes; wherein the creditor participant electronically receives the amended data and electronically performs a decision on the amended data for confirmation wherein the confirmation indicates an agreement concerning the amended data prior to execution of the invoice;” and “wherein the creditor participant and the debtor participant collaborate together for reconciliation concerning the debt obligation associated with the creditor participant and the debtor participant.”

Kolling fails to disclose, teach or suggest at least the collaboration functionality claimed by Appellants. The combination of claim limitations as recited by claim 155 is simply not shown, disclosed or taught by Kolling, either in combination or alone. The Office Action has failed to address the combination of limitations recited by claim 155. There is no discussion or any attempt whatsoever to indicate how the combination of references obviates the limitations of claim 155. It is believed that claim 155 should be allowed over the prior art.

F. Dependent claims 2-4, 6-9, 13-20, 22-32, 34, 35, 37-42, 44-46, 51-83, 85-89, 93-96, 98-110, 112-145 are Each Separately Patentable over Kolling

Claims 2-4, 6-9, 13-20, 22-32, 34, 35, 37-42, 44-46, 51-83, 85-89, 93-96, 98-110, 112-145 all depend ultimately from one of independent claims 1, 12, 21, 33, 36, 43, 50, 84, 90, 97 or 111. As such, each of these dependent claims contain each of the features recited in the independent claims. For the reasons stated above, the Kolling reference fails to disclose the

claimed inventions and the rejections should be withdrawn. Additionally, these claims are separately patentable over Kolling for at least the reasons stated below.¹

On page 3 of the Office Action of December 22, 2004, the Examiner curiously asserts that “*Remington et al* teach an inventive concept of electronic multiparty accounts receivable and accounts payable system that encompass all the limitation disclose in the claims and related to the independent claims.” (emphasis added). However, the independent claims are allegedly anticipated by Kolling under 35 U.S.C. 102(e). It is well understood that the dependent claims cannot be rejected under 35 U.S.C. 102(e) as being anticipated by Remington when the independent claims are allegedly anticipated by another reference Kolling. As there is no other statute relied upon in the Office Action, the only conclusion available to Appellants is that 35 U.S.C. 102(e) applies to the dependent claims. Remington was applied in combination with Rosen and Hilt in previous Office Actions (see Office Action mailed January 2, 2004). However, the Examiner found Appellants arguments against the Remington reference in combination with Rosen and Hilt convincing and subsequently withdrew this rejection. In fact, in response to Appellants’ Appeal Brief arguing the deficiencies of Remington, the Examiner withdrew the rejections and re-opened prosecution. The Office Action further states that the claims “are rejected under the same rationale.” As there is no rationale of rejection under Remington, the Office Action has completely failed to properly address the dependent claims.

It is believed that the Examiner may argue that the rejection of the dependent claims should be over the Kolling reference and that this confusing error occurred because the Examiner merely copied the previous rejection. Regardless of whether the dependent claims should be rejected over Kolling or Remington, the rejections are nevertheless improper and should be withdrawn. This is a clear example of the complete lack of analysis or consideration given to the claim elements recited by Appellants.

¹ To date, the Examiner has failed to provide a basis of rejection for each and every claim limitation, as mandated by MPEP §§ 706.02(j) and 2143.03. The Examiner has continued to provide only a cursory rejection of all the limitations of the dependent claims and fails to set forth a basis for rejection of each dependent claim. The initial burden is on the Examiner to provide some suggestion of the desirability of doing what the inventor has done. The Examiner has clearly failed to reach the initial burden.

1. Claim 2 is Separately Patentable

Claim 2 is separately patentable because Kolling also fails to disclose *wherein the electronic invoicing means allows an electronic invoice to be created from accounts receivable information stored in the electronic data storage means reflecting one or more accounts receivable owed to a creditor by a debtor participant on one or more underlying contracts*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 2. In addition, there is no teaching or motivation to modify Kolling to include this feature.

2. Claim 3 is Separately Patentable

Claim 3 is separately patentable because Kolling also fails to disclose *wherein the electronic invoicing means allows an electronic invoice to be created from accounts payable information stored in the electronic data storage means reflecting one or more accounts payable owed to a creditor by a debtor participant on one or more underlying contracts*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 3. In addition, there is no teaching or motivation to modify Kolling to include this feature.

3. Claim 4 is Separately Patentable

Claim 4 is separately patentable because Kolling also fails to disclose *information presentment means for allowing the system participants to present and transmit information stored in the electronic data storage means*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 4. In addition, there is no teaching or motivation to modify Kolling to include this feature.

4. Claim 6 is Separately Patentable

Claim 6 is separately patentable because Kolling also fails to disclose *wherein the confirmation means further comprises an electronic confirmation document creation means for allowing the debtor participant to construct an electronic confirmation document*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim

1. Kolling fails to show each and every limitation of claim 6. In addition, there is no teaching or motivation to modify Kolling to include this feature.

5. Claim 7 is Separately Patentable

Claim 7 is separately patentable because Kolling also fails to disclose *selective designation means for allowing the debtor participant and recipient of the electronic invoice reflecting amounts owed by the debtor participant to the creditor participant to designate the electronic invoice as having a specific status*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 7. In addition, there is no teaching or motivation to modify Kolling to include this feature.

6. Claim 8 is Separately Patentable

Claim 8 is separately patentable because Kolling also fails to disclose *wherein the selective designation means allows the debtor participant to designate the electronic invoice as having a reconciled status*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 8. In addition, there is no teaching or motivation to modify Kolling to include this feature.

7. Claim 9 is Separately Patentable

Claim 9 is separately patentable because Kolling also fails to disclose *wherein the selective designation means allows the debtor participant to designate the electronic invoice as having an approved status*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 9. In addition, there is no teaching or motivation to modify Kolling to include this feature.

8. Claim 13 is Separately Patentable

Claim 13 is separately patentable because Kolling also fails to disclose *amendment proposal means for allowing the debtor participant to include a proposed amendment in the electronic response document to the electronic invoice presented by the creditor participant*. The Office Action's rejection of this claim is improper for the reasons set forth above with

respect to claim 12. Kolling fails to show each and every limitation of claim 13. In addition, there is no teaching or motivation to modify Kolling to include this feature.

9. Claim 14 is Separately Patentable

Claim 14 is separately patentable because Kolling also fails to disclose *wherein the amendment proposal means allows the debtor participant to propose a new payment amount*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 12. Kolling fails to show each and every limitation of claim 14. In addition, there is no teaching or motivation to modify Kolling to include this feature.

10. Claim 15 is Separately Patentable

Claim 15 is separately patentable because Kolling also fails to disclose *wherein the amendment proposal means allows the debtor participant to propose a new payment date*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 12. Kolling fails to show each and every limitation of claim 15. In addition, there is no teaching or motivation to modify Kolling to include this feature.

11. Claim 16 is Separately Patentable

Claim 16 is separately patentable because Kolling also fails to disclose *wherein the amendment proposal means allows the debtor participant to propose a new payment currency*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 12. Kolling fails to show each and every limitation of claim 16. In addition, there is no teaching or motivation to modify Kolling to include this feature.

12. Claim 17 is Separately Patentable

Claim 17 is separately patentable because Kolling also fails to disclose *wherein the amendment proposal means allows the debtor participant to propose changes to information reflected in the electronic invoice presented by the creditor participant*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 12. Kolling fails to show each and every limitation of claim 17. In addition, there is no teaching or motivation to modify Kolling to include this feature.

13. Claim 18 is Separately Patentable

Claim 18 is separately patentable because Kolling also fails to disclose *amended electronic invoice approval means for allowing the creditor participant to approve the amended electronic invoice proposed by the debtor participant*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 12. Kolling fails to show each and every limitation of claim 18. In addition, there is no teaching or motivation to modify Kolling to include this feature.

14. Claim 19 is Separately Patentable

Claim 19 is separately patentable because Kolling also fails to disclose *approved amended electronic invoice authorization means for allowing the debtor participant to authorize the amended electronic invoice approved by the creditor participant, whereby the authorization signifies the debt reflected in the electronic invoice has become a payment obligation due on a date certain*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 12. Kolling fails to show each and every limitation of claim 19. In addition, there is no teaching or motivation to modify Kolling to include this feature.

15. Claim 20 is Separately Patentable

Claim 20 is separately patentable because Kolling also fails to disclose *approved amended electronic invoice confirmation means for allowing the debtor participant to confirm the amended electronic invoice approved by the creditor participant, whereby the confirmation signifies the debt reflected in the electronic invoice has become an independent payment obligation due on a date certain and free of any defenses to the underlying contract*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 12. Kolling fails to show each and every limitation of claim 20. In addition, there is no teaching or motivation to modify Kolling to include this feature.

16. Claim 22 is Separately Patentable

Claim 22 is separately patentable because Kolling also fails to disclose *wherein the amended electronic invoice creation means allows the creditor participant to propose a new payment amount*. The Office Action's rejection of this claim is improper for the reasons set forth

above with respect to claim 21. Kolling fails to show each and every limitation of claim 22. In addition, there is no teaching or motivation to modify Kolling to include this feature.

17. Claim 23 is Separately Patentable

Claim 23 is separately patentable because Kolling also fails to disclose *wherein the amended electronic invoice creation means allows the creditor participant to propose a new payment date*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 21. Kolling fails to show each and every limitation of claim 23. In addition, there is no teaching or motivation to modify Kolling to include this feature.

18. Claim 24 is Separately Patentable

Claim 24 is separately patentable because Kolling also fails to disclose *wherein the amended electronic invoice creation means allows the creditor participant to propose a new payment currency*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 21. Kolling fails to show each and every limitation of claim 24. In addition, there is no teaching or motivation to modify Kolling to include this feature.

19. Claim 25 is Separately Patentable

Claim 25 is separately patentable because Kolling also fails to disclose *wherein the amended electronic invoice creation means allows the creditor participant to propose changes to information reflected in the previously presented electronic invoice*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 21. Kolling fails to show each and every limitation of claim 25. In addition, there is no teaching or motivation to modify Kolling to include this feature.

20. Claim 26 is Separately Patentable

Claim 26 is separately patentable because Kolling also fails to disclose *amended electronic invoice authorization means for allowing the debtor participant to authorize the amended electronic invoice presented by the creditor participant, whereby the authorization signifies the debt reflected in the electronic invoice has become a payment obligation due on a date certain*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 21. Kolling fails to show each and every limitation of claim 26. In addition, there is no teaching or motivation to modify Kolling to include this feature.

21. Claim 27 is Separately Patentable

Claim 27 is separately patentable because Kolling also fails to disclose *amended electronic invoice confirmation means for allowing the debtor participant to confirm the amended electronic invoice presented by the creditor participant, whereby the confirmation signifies the debt reflected in the electronic invoice has become an independent payment obligation due on a date certain and free of any defenses to the underlying contract*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 21. Kolling fails to show each and every limitation of claim 27. In addition, there is no teaching or motivation to modify Kolling to include this feature.

22. Claim 28 is Separately Patentable

Claim 28 is separately patentable because Kolling also fails to disclose *credit note creation means for allowing the creditor participant to construct a credit note reflecting an agreed-to credit and credit note presentment means for presenting the credit note to the debtor participant*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 28. In addition, there is no teaching or motivation to modify Kolling to include this feature.

23. Claim 29 is Separately Patentable

Claim 29 is separately patentable because Kolling also fails to disclose *wherein the credit note creation means allows the creditor participant to associate the credit note created by the creditor participant to an electronic invoice previously presented by the creditor participant to the debtor participant*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 29. In addition, there is no teaching or motivation to modify Kolling to include this feature.

24. Claim 30 is Separately Patentable

Claim 30 is separately patentable because Kolling also fails to disclose *credit note authorization means for allowing the debtor participant to authorize the credit note presented by the creditor participant, whereby the authorization signifies the credit reflected in the electronic credit note has become a payment obligation due on a date certain*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1.

Kolling fails to show each and every limitation of claim 30. In addition, there is no teaching or motivation to modify Kolling to include this feature.

25. Claim 31 is Separately Patentable

Claim 31 is separately patentable because Kolling also fails to disclose *credit note confirmation means for the debtor participant to confirm the credit note presented by the creditor participant, whereby the confirmation signifies the credit reflected in the electronic credit note has become an independent payment obligation due on a date certain and free of any defenses to the underlying contract*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 31. In addition, there is no teaching or motivation to modify Kolling to include this feature.

26. Claim 32 is Separately Patentable

Claim 32 is separately patentable because Kolling also fails to disclose *information access control means for allowing each system participant to selectively control access to information stored in the electronic data storage means concerning system participants' transactions*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 32. In addition, there is no teaching or motivation to modify Kolling to include this feature.

27. Claim 34 is Separately Patentable

Claim 34 is separately patentable because Kolling also fails to disclose *wherein the information access control means further allows each system participant to selectively control access to information in dependence on category of information*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 34. In addition, there is no teaching or motivation to modify Kolling to include this feature.

28. Claim 35 is Separately Patentable

Claim 35 is separately patentable because Kolling also fails to disclose *wherein the information access control means further allows each system participant to selectively control access to information in dependence on date*. The Office Action's rejection of this claim is

improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 35. In addition, there is no teaching or motivation to modify Kolling to include this feature.

29. Claim 37 is Separately Patentable

Claim 37 is separately patentable because Kolling also fails to disclose *wherein the financial information viewing means allows the creditor participant to designate accounts receivable stored in the electronic data storage means as available for review by potential lenders from whom the participant desires to borrow money*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 36. Kolling fails to show each and every limitation of claim 37. In addition, there is no teaching or motivation to modify Kolling to include this feature.

30. Claim 38 is Separately Patentable

Claim 38 is separately patentable because Kolling also fails to disclose *wherein the financial information viewing means allows the debtor participant to designate accounts payable stored in the electronic data storage means as available for review by potential lenders from whom the participant desires to borrow money*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 36. Kolling fails to show each and every limitation of claim 38. In addition, there is no teaching or motivation to modify Kolling to include this feature.

31. Claim 39 is Separately Patentable

Claim 39 is separately patentable because Kolling also fails to disclose *wherein the financial information viewing means allows the creditor participant to designate authorized accounts receivable stored in the electronic data storage means as available for review by potential lenders from whom the participant desires to borrow money*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 36. Kolling fails to show each and every limitation of claim 39. In addition, there is no teaching or motivation to modify Kolling to include this feature.

32. Claim 40 is Separately Patentable

Claim 40 is separately patentable because Kolling also fails to disclose *wherein the financial information viewing means allows the debtor participant to designate authorized accounts payable stored in the electronic data storage means as available for review by potential lenders from whom the participant desires to borrow money*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 36. Kolling fails to show each and every limitation of claim 40. In addition, there is no teaching or motivation to modify Kolling to include this feature.

33. Claim 41 is Separately Patentable

Claim 41 is separately patentable because Kolling also fails to disclose *wherein the financial information viewing means allows the creditor participant to designate confirmed accounts receivable stored in the electronic data storage means as available for review by potential lenders from whom the participant desires to borrow money*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 36. Kolling fails to show each and every limitation of claim 41. In addition, there is no teaching or motivation to modify Kolling to include this feature.

34. Claim 42 is Separately Patentable

Claim 42 is separately patentable because Kolling also fails to disclose *wherein the financial information viewing means allows the debtor participant to designate confirmed accounts payable stored in the electronic data storage means as available for review by potential lenders from whom the participant desires to borrow money*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 36. Kolling fails to show each and every limitation of claim 42. In addition, there is no teaching or motivation to modify Kolling to include this feature.

35. Claim 44 is Separately Patentable

Claim 44 is separately patentable because Kolling also fails to disclose *wherein the independent payment obligation sale authorization means further allows the debtor participant to indicate that the debtor participant agrees to allow the creditor participant to offer for sale the independent payment obligation to a predetermined group of third parties*. The Office

Action's rejection of this claim is improper for the reasons set forth above with respect to claim 43. Kolling fails to show each and every limitation of claim 44. In addition, there is no teaching or motivation to modify Kolling to include this feature.

36. Claim 45 is Separately Patentable

Claim 45 is separately patentable because Kolling also fails to disclose *wherein the independent payment obligation sale authorization means further allows the debtor participant to indicate that the debtor participant agrees to allow the creditor participant to offer for sale the independent payment obligation to any third party*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 43. Kolling fails to show each and every limitation of claim 45. In addition, there is no teaching or motivation to modify Kolling to include this feature.

37. Claim 46 is Separately Patentable

Claim 46 is separately patentable because Kolling also fails to disclose *wherein the independent payment obligation sale authorization means further allows the debtor participant to indicate that the debtor participant agrees to allow the creditor participant to offer the independent payment obligation to a third system participant in settlement of debt owed to a third system participant by the creditor participant*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 43. Kolling fails to show each and every limitation of claim 46. In addition, there is no teaching or motivation to modify Kolling to include this feature.

38. Claim 51 is Separately Patentable

Claim 51 is separately patentable because Kolling also fails to disclose *electronic promissory note tracking means for tracking electronic promissory notes that have been pledged as collateral*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 50. Kolling fails to show each and every limitation of claim 51. In addition, there is no teaching or motivation to modify Kolling to include this feature.

39. Claim 52 is Separately Patentable

Claim 52 is separately patentable because Kolling also fails to disclose *wherein the electronic promissory note designation means allows a participant to selectively bundle multiple*

confirmed electronic invoices into an electronic promissory note. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 50. Kolling fails to show each and every limitation of claim 52. In addition, there is no teaching or motivation to modify Kolling to include this feature.

40. Claim 53 is Separately Patentable

Claim 53 is separately patentable because Kolling also fails to disclose *electronic promissory note sale designation means for allowing the creditor participant to designate electronic promissory notes held by the creditor participant as being available for discounting.* The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 50. Kolling fails to show each and every limitation of claim 53. In addition, there is no teaching or motivation to modify Kolling to include this feature.

41. Claim 54 is Separately Patentable

Claim 54 is separately patentable because Kolling also fails to disclose *electronic promissory note sale availability identification means for identifying the electronic promissory notes held by the creditor participant that have been designated as available for discounting and for creating electronic records reflecting all or subset of all such electronic promissory notes.* The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 50. Kolling fails to show each and every limitation of claim 54. In addition, there is no teaching or motivation to modify Kolling to include this feature.

42. Claim 55 is Separately Patentable

Claim 55 is separately patentable because Kolling also fails to disclose *electronic promissory note bid solicitation means for electronically soliciting bids from other participants or third parties for electronic promissory notes designated as available for sale.* The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 50. Kolling fails to show each and every limitation of claim 55. In addition, there is no teaching or motivation to modify Kolling to include this feature.

43. Claim 56 is Separately Patentable

Claim 56 is separately patentable because Kolling also fails to disclose *electronic promissory note sale availability notification means for electronically advising third parties of*

the availability for sale of electronic promissory notes reflected in the electronic record created by the electronic promissory note sale availability identification means. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 50. Kolling fails to show each and every limitation of claim 56. In addition, there is no teaching or motivation to modify Kolling to include this feature.

44. Claim 57 is Separately Patentable

Claim 57 is separately patentable because Kolling also fails to disclose *electronic promissory note bid means for allowing third parties interested in discounting electronic promissory notes available for sale to construct electronic bids for presentation to the creditor participant holding the electronic promissory notes and electronic promissory note bid presentment means for presenting the electronic bid to the creditor participant.* The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 50. Kolling fails to show each and every limitation of claim 57. In addition, there is no teaching or motivation to modify Kolling to include this feature.

45. Claim 58 is Separately Patentable

Claim 58 is separately patentable because Kolling also fails to disclose *electronic promissory note bid acceptance means for allowing the creditor participant holding bid-upon electronic promissory notes to construct an electronic promissory note bid acceptance document for presentment to the third party bidding upon the electronic promissory notes held by the creditor participant and electronic promissory note bid acceptance presentment means for the creditor participant to present the bid acceptance document to the third party.* The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 50. Kolling fails to show each and every limitation of claim 58. In addition, there is no teaching or motivation to modify Kolling to include this feature.

46. Claim 59 is Separately Patentable

Claim 59 is separately patentable because Kolling also fails to disclose *electronic promissory note transference means for transferring the successfully bid-upon electronic promissory notes to the third party who successfully bid on the electronic promissory notes.* The Office Action's rejection of this claim is improper for the reasons set forth above with respect to

claim 50. Kolling fails to show each and every limitation of claim 59. In addition, there is no teaching or motivation to modify Kolling to include this feature.

47. Claim 60 is Separately Patentable

Claim 60 is separately patentable because Kolling also fails to disclose *third party settlement information collection means for collecting settlement information from the third party who successfully bid upon the electronic promissory notes held by the creditor participant*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 50. Kolling fails to show each and every limitation of claim 60. In addition, there is no teaching or motivation to modify Kolling to include this feature.

48. Claim 61 is Separately Patentable

Claim 61 is separately patentable because Kolling also fails to disclose *third party settlement information advise means for providing the debtor participant owing the debt reflected in the electronic promissory notes with the settlement information collected from the third party*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 50. Kolling fails to show each and every limitation of claim 61. In addition, there is no teaching or motivation to modify Kolling to include this feature.

49. Claim 62 is Separately Patentable

Claim 62 is separately patentable because Kolling also fails to disclose *electronic promissory note settlement means for settling debt obligations associated with the electronic promissory notes and electronic promissory note settlement update means for updating system accounts concerning the settlement of such electronic promissory notes*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 50. Kolling fails to show each and every limitation of claim 62. In addition, there is no teaching or motivation to modify Kolling to include this feature.

50. Claim 63 is Separately Patentable

Claim 63 is separately patentable because Kolling also fails to disclose *electronic promissory note secondary market transference means for allowing the electronic promissory notes to be sold and transferred in secondary markets and electronic promissory note secondary market transference update means for updating information concerning the transfer of such*

electronic promissory notes. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 50. Kolling fails to show each and every limitation of claim 63. In addition, there is no teaching or motivation to modify Kolling to include this feature.

51. Claim 64 is Separately Patentable

Claim 64 is separately patentable because Kolling also fails to disclose *third party preference specification means for the third party to identify purchase preferences*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 50. Kolling fails to show each and every limitation of claim 64. In addition, there is no teaching or motivation to modify Kolling to include this feature.

52. Claim 65 is Separately Patentable

Claim 65 is separately patentable because Kolling also fails to disclose *electronic promissory note bundling means for bundling a number of electronic promissory notes available for discounting corresponding to the monetary value specified by the third party*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 50. Kolling fails to show each and every limitation of claim 65. In addition, there is no teaching or motivation to modify Kolling to include this feature.

53. Claim 66 is Separately Patentable

Claim 66 is separately patentable because Kolling also fails to disclose *electronic promissory note debtor participant selection means for selecting all the electronic promissory notes held by creditor participants which name the debtor participant specified by the third party, and for organizing those electronic promissory notes into an electronic record for review by the third party*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 50. Kolling fails to show each and every limitation of claim 66. In addition, there is no teaching or motivation to modify Kolling to include this feature.

54. Claim 67 is Separately Patentable

Claim 67 is separately patentable because Kolling also fails to disclose *electronic promissory note credit rating selection means for selecting all the electronic promissory notes held by creditor participants which name debtor participants having credit ratings*

corresponding at least to the credit rating specified by the third party, and for organizing those electronic promissory notes into an electronic record for review by the third party. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 50. Kolling fails to show each and every limitation of claim 67. In addition, there is no teaching or motivation to modify Kolling to include this feature.

55. Claim 68 is Separately Patentable

Claim 68 is separately patentable because Kolling also fails to disclose *accounts payable aggregation means for aggregating authorized or confirmed accounts payable reflected in authorized or confirmed debt obligations owed by the debtor participant.* The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 68. In addition, there is no teaching or motivation to modify Kolling to include this feature.

56. Claim 69 is Separately Patentable

Claim 69 is separately patentable because Kolling also fails to disclose *wherein the authorized or confirmed accounts payable are aggregated by currency.* The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 69. In addition, there is no teaching or motivation to modify Kolling to include this feature.

57. Claim 70 is Separately Patentable

Claim 70 is separately patentable because Kolling also fails to disclose *wherein the authorized or confirmed accounts payable are aggregated by date.* The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 70. In addition, there is no teaching or motivation to modify Kolling to include this feature.

58. Claim 71 is Separately Patentable

Claim 71 is separately patentable because Kolling also fails to disclose *wherein the authorized or confirmed accounts payable are aggregated according to creditor of the accounts payable.* The Office Action's rejection of this claim is improper for the reasons set forth above

with respect to claim 1. Kolling fails to show each and every limitation of claim 70. In addition, there is no teaching or motivation to modify Kolling to include this feature.

59. Claim 72 is Separately Patentable

Claim 72 is separately patentable because Kolling also fails to disclose *wherein the authorized or confirmed accounts payable are aggregated by other specific criteria*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 72. In addition, there is no teaching or motivation to modify Kolling to include this feature.

60. Claim 73 is Separately Patentable

Claim 73 is separately patentable because Kolling also fails to disclose *wherein the authorized or confirmed accounts payable are aggregated excluding authorized or confirmed debt obligations that have become subject of electronic promissory notes*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 73. In addition, there is no teaching or motivation to modify Kolling to include this feature.

61. Claim 74 is Separately Patentable

Claim 74 is separately patentable because Kolling also fails to disclose *accounts receivable aggregation means for aggregating authorized or confirmed accounts receivable reflected in authorized or confirmed debt obligations owed to the creditor participant*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 74. In addition, there is no teaching or motivation to modify Kolling to include this feature.

62. Claim 75 is Separately Patentable

Claim 75 is separately patentable because Kolling also fails to disclose *wherein the authorized or confirmed accounts receivable are aggregated by currency*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 75. In addition, there is no teaching or motivation to modify Kolling to include this feature.

63. Claim 76 is Separately Patentable

Claim 76 is separately patentable because Kolling also fails to disclose *wherein the authorized or confirmed accounts receivable are aggregated by date*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 76. In addition, there is no teaching or motivation to modify Kolling to include this feature.

64. Claim 77 is Separately Patentable

Claim 77 is separately patentable because Kolling also fails to disclose *wherein the authorized or confirmed accounts receivable are aggregated according to debtor of the accounts receivable*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 77. In addition, there is no teaching or motivation to modify Kolling to include this feature.

65. Claim 78 is Separately Patentable

Claim 78 is separately patentable because Kolling also fails to disclose *wherein the authorized or confirmed accounts receivable are aggregated by other specific criteria*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 78. In addition, there is no teaching or motivation to modify Kolling to include this feature.

66. Claim 79 is Separately Patentable

Claim 79 is separately patentable because Kolling also fails to disclose *wherein the authorized or confirmed accounts receivable are aggregated excluding authorized or confirmed debt obligations that have become subject of electronic promissory notes*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 79. In addition, there is no teaching or motivation to modify Kolling to include this feature.

67. Claim 80 is Separately Patentable

Claim 80 is separately patentable because Kolling also fails to disclose *bilateral netting means for netting the amount due to the creditor participant under authorized or confirmed debt obligations by any amounts owed to the debtor participant by the creditor participant in respect*

of amounts due on a specified payment date in a specified currency. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 80. In addition, there is no teaching or motivation to modify Kolling to include this feature.

68. Claim 81 is Separately Patentable

Claim 81 is separately patentable because Kolling also fails to disclose *wherein the bilateral netting means allows excluding authorized or confirmed debt obligations that have become subject of electronic promissory notes.* The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 81. In addition, there is no teaching or motivation to modify Kolling to include this feature.

69. Claim 82 is Separately Patentable

Claim 82 is separately patentable because Kolling also fails to disclose *multilateral netting means for netting the amount due to a plurality of creditor participants under authorized or confirmed debt obligations by any amounts owed to the debtor participant by the plurality of creditor participant in respect of amounts due on a specified payment date in a specified currency.* The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 82. In addition, there is no teaching or motivation to modify Kolling to include this feature.

70. Claim 83 is Separately Patentable

Claim 83 is separately patentable because Kolling also fails to disclose *wherein the multilateral netting means allows excluding authorized or confirmed debt obligations that have become subject of electronic promissory notes.* The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 83. In addition, there is no teaching or motivation to modify Kolling to include this feature.

71. Claim 85 is Separately Patentable

Claim 85 is separately patentable because Kolling also fails to disclose *creditor participant settlement information notification means for advising the creditor participant a*

predetermined number of days before the payments are due of payments to be made by the debtor participant. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 84. Kolling fails to show each and every limitation of claim 85. In addition, there is no teaching or motivation to modify Kolling to include this feature.

72. Claim 86 is Separately Patentable

Claim 86 is separately patentable because Kolling also fails to disclose *debtor participant settlement information notification means for advising the debtor participant a predetermined number of days before the payments are due of payments that should be made to the creditor participant.* The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 84. Kolling fails to show each and every limitation of claim 86. In addition, there is no teaching or motivation to modify Kolling to include this feature.

73. Claim 87 is Separately Patentable

Claim 87 is separately patentable because Kolling also fails to disclose *settlement verification means for advising the creditor participant and debtor participant of completion or failure of the payments due from the debtor participant to the creditor participant and settlement verification update means for updating settlement information stored in the electronic data storage means with information regarding the completion or failure of the payments.* The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 84. Kolling fails to show each and every limitation of claim 87. In addition, there is no teaching or motivation to modify Kolling to include this feature.

74. Claim 88 is Separately Patentable

Claim 88 is separately patentable because Kolling also fails to disclose *automatic debit permission means for permitting the system to automatically create and issue payment instructions on behalf of the debtor participant to the bank of the debtor participant concerning payments due as determined by the settlement determination means.* The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 84. Kolling fails to show each and every limitation of claim 88. In addition, there is no teaching or motivation to modify Kolling to include this feature.

75. Claim 89 is Separately Patentable

Claim 89 is separately patentable because Kolling also fails to disclose *payment exception processing means for processing payment failures*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 84. Kolling fails to show each and every limitation of claim 89. In addition, there is no teaching or motivation to modify Kolling to include this feature.

76. Claim 93 is Separately Patentable

Claim 93 is separately patentable because Kolling also fails to disclose *trust account payment instruction means for issuing instructions to the trustee of the trust account into which the debtor participant made payment to issue a payment from the trust account into an account of the creditor at the creditor's bank*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 90. Kolling fails to show each and every limitation of claim 93. In addition, there is no teaching or motivation to modify Kolling to include this feature.

77. Claim 94 is Separately Patentable

Claim 94 is separately patentable because Kolling also fails to disclose *trust account payment remittance verification means for verifying that an amount reflected in the trust account payment instruction has been transferred from the trust account at an agent bank to an account of the creditor at the creditor's bank and trust account payment remittance presentment means for presenting the electronic trust account payment remittance information*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 90. Kolling fails to show each and every limitation of claim 94. In addition, there is no teaching or motivation to modify Kolling to include this feature.

78. Claim 95 is Separately Patentable

Claim 95 is separately patentable because Kolling also fails to disclose *creditor payment receipt verification means for verifying that the creditor's bank verifies receipt of the payment from the trust account at an agent bank into the account of the creditor at the creditor's bank and creditor payment receipt presentment means for presenting the creditor payment receipt information*. The Office Action's rejection of this claim is improper for the reasons set forth

above with respect to claim 90. Kolling fails to show each and every limitation of claim 95. In addition, there is no teaching or motivation to modify Kolling to include this feature.

79. Claim 96 is Separately Patentable

Claim 96 is separately patentable because Kolling also fails to disclose *creditor payment receipt update means for updating the information stored on the electronic data storage means with information concerning the payment made from the trust account at an agent bank into the account of the creditor at the creditor's bank*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 90. Kolling fails to show each and every limitation of claim 96. In addition, there is no teaching or motivation to modify Kolling to include this feature.

80. Claim 98 is Separately Patentable

Claim 98 is separately patentable because Kolling also fails to disclose *debtor participant payment remittance verification means for verifying that a payment for the amount due has been issued from the account of the debtor participant at the debtor participant's bank to the trust account at an agent bank and debtor participant payment remittance presentment means for presenting the electronic debtor participant payment remittance verification information*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 97. Kolling fails to show each and every limitation of claim 98. In addition, there is no teaching or motivation to modify Kolling to include this feature.

81. Claim 99 is Separately Patentable

Claim 99 is separately patentable because Kolling also fails to disclose *trust account payment receipt verification means for verifying that payment has been received from the debtor participant and credited to a trust account at an agent bank and trust account payment receipt presentment means for presenting the electronic trust account payment receipt information*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 97. Kolling fails to show each and every limitation of claim 99. In addition, there is no teaching or motivation to modify Kolling to include this feature.

82. Claim 100 is Separately Patentable

Claim 100 is separately patentable because Kolling also fails to disclose *trust account payment receipt update means for updating the information stored on the electronic data storage means with the trust account payment receipt information concerning the payment made by the debtor participant into a trust account of an agent bank*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 97. Kolling fails to show each and every limitation of claim 100. In addition, there is no teaching or motivation to modify Kolling to include this feature.

83. Claim 101 is Separately Patentable

Claim 101 is separately patentable because Kolling also fails to disclose *trust account payment instruction means for issuing instructions to the trustee of the trust account into which the debtor participant made payment to issue a payment from the trust account into an account of the creditor at the creditor's bank*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 97. Kolling fails to show each and every limitation of claim 101. In addition, there is no teaching or motivation to modify Kolling to include this feature.

84. Claim 102 is Separately Patentable

Claim 102 is separately patentable because Kolling also fails to disclose *trust account payment remittance verification means for verifying that an amount reflected in the trust account payment instruction has been transferred from the trust account at an agent bank to an account of the creditor at the creditor's bank and trust account payment remittance presentment means for presenting the electronic trust account payment remittance information*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 97. Kolling fails to show each and every limitation of claim 102. In addition, there is no teaching or motivation to modify Kolling to include this feature.

85. Claim 103 is Separately Patentable

Claim 103 is separately patentable because Kolling also fails to disclose *creditor payment receipt verification means for verifying that the creditor's bank verifies receipt of the payment from the trust account at an agent bank into the account of the creditor at the creditor's bank*.

and creditor payment receipt presentment means for presenting the creditor payment receipt information. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 97. Kolling fails to show each and every limitation of claim 103. In addition, there is no teaching or motivation to modify Kolling to include this feature.

86. Claim 104 is Separately Patentable

Claim 104 is separately patentable because Kolling also fails to disclose *creditor payment receipt update means for updating the information stored on the electronic data storage means with information concerning the payment made from the trust account at an agent bank into the account of the creditor at the creditor's bank.* The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 97. Kolling fails to show each and every limitation of claim 104. In addition, there is no teaching or motivation to modify Kolling to include this feature.

87. Claim 105 is Separately Patentable

Claim 105 is separately patentable because Kolling also fails to disclose *creditor participant payment receipt means for confirming that the bank of the creditor participant confirms receipt of the payment from the bank of the debtor participant and creditor participant electronic payment receipt presentment means for presenting the creditor participant payment receipt information to the debtor participant.* The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 84. Kolling fails to show each and every limitation of claim 105. In addition, there is no teaching or motivation to modify Kolling to include this feature.

88. Claim 106 is Separately Patentable

Claim 106 is separately patentable because Kolling also fails to disclose *creditor participant payment receipt update means for updating the information stored on the electronic data storage means with information concerning the payment made by the debtor participant into the account of the creditor participant.* The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 84. Kolling fails to show each and every limitation of claim 106. In addition, there is no teaching or motivation to modify Kolling to include this feature.

89. Claim 107 is Separately Patentable

Claim 107 is separately patentable because Kolling also fails to disclose *creditor account automatic payment authorization means for automatically issuing payment instructions to a bank of the debtor participant authorizing the bank of the debtor participant to transfer an amount equal to the payment due into an account of the creditor participant at a creditor participant's bank*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 84. Kolling fails to show each and every limitation of claim 107. In addition, there is no teaching or motivation to modify Kolling to include this feature.

90. Claim 108 is Separately Patentable

Claim 108 is separately patentable because Kolling also fails to disclose *creditor account payment authorization update means for updating the information stored on the electronic data storage means with the creditor participant account payment authorization information concerning the payment made on behalf of the debtor participant from the bank of the debtor participant into the account of the creditor system participant*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 84. Kolling fails to show each and every limitation of claim 108. In addition, there is no teaching or motivation to modify Kolling to include this feature.

91. Claim 109 is Separately Patentable

Claim 109 is separately patentable because Kolling also fails to disclose *creditor participant payment receipt means for confirming that the bank of the creditor participant confirms receipt of the payment from the bank of the debtor participant and creditor participant electronic payment receipt presentment means for presenting the creditor participant payment receipt information to the debtor participant*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 84. Kolling fails to show each and every limitation of claim 109. In addition, there is no teaching or motivation to modify Kolling to include this feature.

92. Claim 110 is Separately Patentable

Claim 110 is separately patentable because Kolling also fails to disclose *creditor participant payment receipt update means for updating the information stored on the electronic*

data storage means with information concerning the payment made by the debtor participant into the account of the creditor participant. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 84. Kolling fails to show each and every limitation of claim 110. In addition, there is no teaching or motivation to modify Kolling to include this feature.

93. Claim 112 is Separately Patentable

Claim 112 is separately patentable because Kolling also fails to disclose *electronic promissory note transference means for transferring to the creditor participant electronic promissory note used by the debtor participant to settle payment obligations owed to the creditor participant.* The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 111. Kolling fails to show each and every limitation of claim 112. In addition, there is no teaching or motivation to modify Kolling to include this feature.

94. Claim 113 is Separately Patentable

Claim 113 is separately patentable because Kolling also fails to disclose *creditor participant settlement information collection means for collecting settlement information from the creditor participant who accepted the electronic promissory note in satisfaction of debt obligations owed by the debtor participant.* The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 111. Kolling fails to show each and every limitation of claim 113. In addition, there is no teaching or motivation to modify Kolling to include this feature.

95. Claim 114 is Separately Patentable

Claim 114 is separately patentable because Kolling also fails to disclose *creditor participant settlement information presentment means for presenting the settlement information collected from the creditor participant who accepted the electronic promissory note in satisfaction of debt obligations owed by the debtor participant.* The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 111. Kolling fails to show each and every limitation of claim 114. In addition, there is no teaching or motivation to modify Kolling to include this feature.

96. Claim 115 is Separately Patentable

Claim 115 is separately patentable because Kolling also fails to disclose *promissory note settlement update means for updating the information stored on the electronic data storage means with the settlement information concerning the payment made by the debtor participant using the electronic promissory note for satisfying debt obligations owed to the creditor participant by the debtor participant*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 111. Kolling fails to show each and every limitation of claim 115. In addition, there is no teaching or motivation to modify Kolling to include this feature.

97. Claim 116 is Separately Patentable

Claim 116 is separately patentable because Kolling also fails to disclose *unilateral settlement remittance means for allowing the debtor participant to construct an electronic remittance advice document advising that the debtor participant has made a payment different from the payment amount reflected in the electronic invoice rejected by the debtor participant and unilateral settlement remittance information presentment means for presenting the electronic remittance document*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 111. Kolling fails to show each and every limitation of claim 116. In addition, there is no teaching or motivation to modify Kolling to include this feature.

98. Claim 117 is Separately Patentable

Claim 117 is separately patentable because Kolling also fails to disclose *indirect settlement unilateral payment rejection means for allowing the creditor participant to reject an unilateral payment by the debtor participant through instructing an agent bank not to transfer funds paid by the debtor participant into the account of the creditor participant at the creditor's bank and indirect settlement unilateral payment rejection presentment means for presenting the unilateral payment rejection information*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 111. Kolling fails to show each and every limitation of claim 117. In addition, there is no teaching or motivation to modify Kolling to include this feature.

99. Claim 118 is Separately Patentable

Claim 118 is separately patentable because Kolling also fails to disclose *direct settlement unilateral payment rejection means for allowing the creditor participant to reject an unilateral payment by the debtor participant through instructing the creditors participant's bank not to transfer funds paid by the debtor participant into the account of the creditor participant at the creditor participant's s bank and direct settlement unilateral payment rejection presentment means for presenting the unilateral payment rejection information*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 111. Kolling fails to show each and every limitation of claim 118. In addition, there is no teaching or motivation to modify Kolling to include this feature.

100. Claim 119 is Separately Patentable

Claim 119 is separately patentable because Kolling also fails to disclose *participant foreign exchange transaction means for determining and executing foreign exchange transactions for debtor participants and creditor participants concerning pairs of foreign currencies in advance of settlement of payment obligations*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 84. Kolling fails to show each and every limitation of claim 119. In addition, there is no teaching or motivation to modify Kolling to include this feature.

101. Claim 120 is Separately Patentable

Claim 120 is separately patentable because Kolling also fails to disclose *foreign exchange pooling means for determining the foreign exchange required by the system to cover payments to be made in different currencies from trust accounts at an agent bank into accounts of the creditors at the creditors' banks in respect of authorized or confirmed debt obligations*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 84. Kolling fails to show each and every limitation of claim 120. In addition, there is no teaching or motivation to modify Kolling to include this feature.

102. Claim 121 is Separately Patentable

Claim 121 is separately patentable because Kolling also fails to disclose *system foreign exchange transaction means for determining and executing foreign exchange transactions*

concerning pairs of foreign currencies in advance of settlement of payment obligations that require payments to be made from the trust account at an agent bank. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 84. Kolling fails to show each and every limitation of claim 121. In addition, there is no teaching or motivation to modify Kolling to include this feature.

103. Claim 122 is Separately Patentable

Claim 122 is separately patentable because Kolling also fails to disclose *electronic workflow management means for allowing each participant to institute electronic workflow management strategies that selectively allocate or perform accounts receivable or accounts payable management work.* The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 122. In addition, there is no teaching or motivation to modify Kolling to include this feature.

104. Claim 123 is Separately Patentable

Claim 123 is separately patentable because Kolling also fails to disclose *wherein the electronic workflow management means allows the system participant to institute workflow management rules based on the characteristics of the electronic invoice or credit note.* The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 123. In addition, there is no teaching or motivation to modify Kolling to include this feature.

105. Claim 124 is Separately Patentable

Claim 124 is separately patentable because Kolling also fails to disclose *automatic workflow allocation means for allowing each participant to institute workflow management strategies that include automatic, system-initiated actions that do not require participant intervention.* The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 124. In addition, there is no teaching or motivation to modify Kolling to include this feature.

106. Claim 125 is Separately Patentable

Claim 125 is separately patentable because Kolling also fails to disclose *wherein the data entry means allows a creditor participant to manually or automatically enter accounts receivable information in the electronic data storage means*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 125. In addition, there is no teaching or motivation to modify Kolling to include this feature.

107. Claim 126 is Separately Patentable

Claim 126 is separately patentable because Kolling also fails to disclose *wherein the data entry means allows third parties to manually or automatically enter on behalf of a creditor participant accounts receivable information in the electronic data storage means*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 126. In addition, there is no teaching or motivation to modify Kolling to include this feature.

108. Claim 127 is Separately Patentable

Claim 127 is separately patentable because Kolling also fails to disclose *wherein the data entry means allows a debtor participant to manually or automatically enter accounts payable information in the electronic data storage means*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 127. In addition, there is no teaching or motivation to modify Kolling to include this feature.

109. Claim 128 is Separately Patentable

Claim 128 is separately patentable because Kolling also fails to disclose *wherein the data entry means allows third parties to manually or automatically enter on behalf of a debtor participant accounts payable information in the electronic data storage means*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 128. In addition, there is no teaching or motivation to modify Kolling to include this feature.

110. Claim 129 is Separately Patentable

Claim 129 is separately patentable because Kolling also fails to disclose *wherein the data entry means allows a creditor participant to manually or automatically enter other information in the electronic data storage means*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 129. In addition, there is no teaching or motivation to modify Kolling to include this feature.

111. Claim 130 is Separately Patentable

Claim 130 is separately patentable because Kolling also fails to disclose *wherein the data entry means allows a debtor participant to manually or automatically enter other information in the electronic data storage means*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 130. In addition, there is no teaching or motivation to modify Kolling to include this feature.

112. Claim 131 is Separately Patentable

Claim 131 is separately patentable because Kolling also fails to disclose *wherein the data entry means allows third parties to manually or automatically enter on behalf of a system participant other information in the electronic data storage means*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 131. In addition, there is no teaching or motivation to modify Kolling to include this feature.

113. Claim 132 is Separately Patentable

Claim 132 is separately patentable because Kolling also fails to disclose *template customization means for allowing each participant to customize the design of the invoice or credit note templates used for generating invoices or credit notes*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 132. In addition, there is no teaching or motivation to modify Kolling to include this feature.

114. Claim 133 is Separately Patentable

Claim 133 is separately patentable because Kolling also fails to disclose *wherein the electronic invoice created by the electronic invoicing means includes the name of the creditor*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 133. In addition, there is no teaching or motivation to modify Kolling to include this feature.

115. Claim 134 is Separately Patentable

Claim 134 is separately patentable because Kolling also fails to disclose *wherein the electronic invoice created by the electronic invoicing means includes the name of the debtor*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 134. In addition, there is no teaching or motivation to modify Kolling to include this feature.

116. Claim 135 is Separately Patentable

Claim 135 is separately patentable because Kolling also fails to disclose *wherein the electronic invoice created by the electronic invoicing means describes the transaction creating the debt reflected in the electronic invoice*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 135. In addition, there is no teaching or motivation to modify Kolling to include this feature.

117. Claim 136 is Separately Patentable

Claim 136 is separately patentable because Kolling also fails to disclose *wherein the electronic invoice created by the electronic invoicing means sets forth the taxes payable on the transaction reflected in the electronic invoice*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 136. In addition, there is no teaching or motivation to modify Kolling to include this feature.

118. Claim 137 is Separately Patentable

Claim 137 is separately patentable because Kolling also fails to disclose *wherein the electronic invoice created by the electronic invoicing means includes line items listing the*

component elements of debts owed to the creditor by the debtor, and evidenced by such invoice. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 137. In addition, there is no teaching or motivation to modify Kolling to include this feature.

119. Claim 138 is Separately Patentable

Claim 138 is separately patentable because Kolling also fails to disclose *electronic invoice information addition means for including additional information or graphics in an electronic invoice created on the system.* The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 138. In addition, there is no teaching or motivation to modify Kolling to include this feature.

120. Claim 139 is Separately Patentable

Claim 139 is separately patentable because Kolling also fails to disclose *financial data reporting means for analyzing and creating reports concerning participants' financial information generated during operation of the electronic multiparty accounts receivable and accounts payable system.* The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 139. In addition, there is no teaching or motivation to modify Kolling to include this feature.

121. Claim 140 is Separately Patentable

Claim 140 is separately patentable because Kolling also fails to disclose *wherein the financial data reporting means allows each participant to perform cash flow analysis and reporting for analyzing cash flows into, and out of, the participant's system account.* The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 140. In addition, there is no teaching or motivation to modify Kolling to include this feature.

122. Claim 141 is Separately Patentable

Claim 141 is separately patentable because Kolling also fails to disclose *wherein the financial data reporting means allows each participant to perform other analysis and reporting.* The Office Action's rejection of this claim is improper for the reasons set forth above with

respect to claim 1. Kolling fails to show each and every limitation of claim 141. In addition, there is no teaching or motivation to modify Kolling to include this feature.

123. Claim 142 is Separately Patentable

Claim 142 is separately patentable because Kolling also fails to disclose *wherein the financial data reporting means allows each participant to specify the category of data, the particular analysis to be performed, and the format of the report to be generated*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 142. In addition, there is no teaching or motivation to modify Kolling to include this feature.

124. Claim 143 is Separately Patentable

Claim 143 is separately patentable because Kolling also fails to disclose *wherein the financial data reporting means allows each participant to create a list of analysis reports used by the participant*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 143. In addition, there is no teaching or motivation to modify Kolling to include this feature.

125. Claim 144 is Separately Patentable

Claim 144 is separately patentable because Kolling also fails to disclose *wherein the financial data reporting means allows the system to perform analysis and reporting*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 144. In addition, there is no teaching or motivation to modify Kolling to include this feature.

126. Claim 145 is Separately Patentable

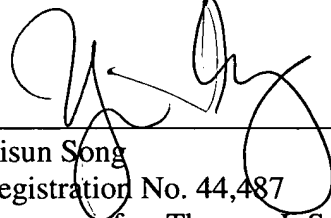
Claim 145 is separately patentable because Kolling also fails to disclose *wherein the financial data reporting means allows the system to track individual participants' credit risks*. The Office Action's rejection of this claim is improper for the reasons set forth above with respect to claim 1. Kolling fails to show each and every limitation of claim 145. In addition, there is no teaching or motivation to modify Kolling to include this feature.

VIII. CONCLUSION

In view of the foregoing, Appellants respectfully request that the Board reverse the prior art rejections set forth in the Office Action and allow all of the pending claims.

Respectfully submitted,

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APPENDIX A - PENDING CLAIMS

CLAIMS

1. (Previously Presented) An electronic multiparty accounts receivable and accounts payable system for use by at least two system participants who have contracted with one another and who may owe debts to one another under one or more underlying contracts, the said system comprising:

electronic data storage means for storing accounts receivable and accounts payable information concerning the system participants;

data entry means for entering accounts receivable and accounts payable information reflecting debts owed to a creditor participant by a debtor participant into the electronic data storage means of the electronic multiparty accounts receivable and accounts payable system;

electronic invoicing means for constructing an electronic invoice reflecting amounts owed to the creditor participant by the debtor participant on one or more underlying contracts;

electronic invoice presentment means for presenting the electronic invoice reflecting amounts owed to the creditor participant by the debtor participant for acceptance or rejection;

authorization means for allowing the debtor participant to authorize the electronic invoice, wherein the authorization signifies the debt reflected in the electronic invoice has become a payment obligation due on a date certain; and

confirmation means for allowing the debtor participant to confirm the electronic invoice without modification, wherein the confirmation transforms the debt reflected in the electronic invoice owed by the debtor participant into an independent payment obligation due on a date certain for a sum certain and free of defenses to the underlying contract;

wherein the creditor participant transfers the independent payment obligation due on the date certain for the sum certain to a third party entity as an electronic promissory note for settling a separate obligation between the creditor participant and the third party entity.

2. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 1 wherein the electronic invoicing means allows an electronic invoice to be created from accounts receivable information stored in the electronic data storage means

reflecting one or more accounts receivable owed to a creditor by a debtor participant on one or more underlying contracts.

3. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 1 wherein the electronic invoicing means allows an electronic invoice to be created from accounts payable information stored in the electronic data storage means reflecting one or more accounts payable owed to a creditor by a debtor participant on one or more underlying contracts.

4. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 1 further comprising:

information presentment means for allowing the system participants to present and transmit information stored in the electronic data storage means.

5. (Canceled)

6. (Previously Presented) The electronic multiparty accounts receivable and accounts payable system of claim 1 wherein the confirmation means further comprises an electronic confirmation document creation means for allowing the debtor participant to construct an electronic confirmation document.

7. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 1 further comprising:

selective designation means for allowing the debtor participant and recipient of the electronic invoice reflecting amounts owed by the debtor participant to the creditor participant to designate the electronic invoice as having a specific status.

8. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 7 wherein the selective designation means allows the debtor participant to designate the electronic invoice as having a reconciled status.

9. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 7 wherein the selective designation means allows the debtor participant to designate the electronic invoice as having an approved status.

10. (Canceled)

11. (Previously Presented) An electronic multiparty accounts receivable and accounts payable system for use by at least two system participants who have contracted with one another

and who may owe debts to one another under one or more underlying contracts, the said system comprising:

electronic data storage means for storing accounts receivable and accounts payable information concerning the system participants;

data entry means for entering accounts receivable and accounts payable information reflecting debts owed to a creditor participant by a debtor participant into the electronic data storage means of the electronic multiparty accounts receivable and accounts payable system;

electronic invoicing means for constructing an electronic invoice reflecting amounts owed to the creditor participant by the debtor participant on one or more underlying contracts;

electronic invoice presentment means for presenting the electronic invoice reflecting amounts owed to the creditor participant by the debtor participant for acceptance or rejection;

authorization means for allowing the debtor participant to authorize the electronic invoice, wherein the authorization signifies the debt reflected in the electronic invoice has become a payment obligation due on a date certain;

confirmation means for allowing the debtor participant to confirm the electronic invoice without modification, wherein the confirmation transforms the debt reflected in the electronic invoice owed by the debtor participant into an independent payment obligation due on a date certain for a sum certain and free of defenses to the underlying contract;

wherein the creditor participant transfers the independent payment obligation due on the date certain for the sum certain to a third party entity as an electronic promissory note for settling a separate obligation between the creditor participant and the third party entity; and

payment receipt currency designation means for allowing the creditor participant to designate a currency for payment receipt for a specific invoice irrespective of the currency specified on such electronic invoice.

12. (Previously Presented) An electronic multiparty accounts receivable and accounts payable system for use by at least two system participants who have contracted with one another and who may owe debts to one another under one or more underlying contracts, the said system comprising:

electronic data storage means for storing accounts receivable and accounts payable information concerning the system participants;

data entry means for entering accounts receivable and accounts payable information reflecting debts owed to a creditor participant by a debtor participant into the electronic data storage means of the electronic multiparty accounts receivable and accounts payable system;

electronic invoicing means for constructing an electronic invoice reflecting amounts owed to the creditor participant by the debtor participant on one or more underlying contracts;

electronic invoice presentment means for presenting the electronic invoice reflecting amounts owed to the creditor participant by the debtor participant for acceptance or rejection;

authorization means for allowing the debtor participant to authorize the electronic invoice, wherein the authorization transforms the debt reflected in the electronic invoice owed by the debtor participant into an independent payment obligation due on a date certain for a sum certain and free of defenses to the underlying contract; wherein the creditor participant transfers the independent payment obligation due on the date certain for the sum certain to a third party entity as an electronic promissory note for settling a separate obligation between the creditor participant and the third party entity;

electronic rejection means for allowing the debtor participant and recipient of the electronic invoice presented by the creditor participant to construct an electronic response document for presentment to the creditor participant setting forth the basis of rejection of the electronic invoice; and

electronic rejection presentment means for presenting the electronic response document created by the debtor participant to the creditor participant.

13. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 12 further comprising:

amendment proposal means for allowing the debtor participant to include a proposed amendment in the electronic response document to the electronic invoice presented by the creditor participant.

14. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 13 wherein the amendment proposal means allows the debtor participant to propose a new payment amount.

15. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 13 wherein the amendment proposal means allows the debtor participant to propose a new payment date.

16. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 13 wherein the amendment proposal means allows the debtor participant to propose a new payment currency.

17. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 13 wherein the amendment proposal means allows the debtor participant to propose changes to information reflected in the electronic invoice presented by the creditor participant.

18. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 13 further comprising:

amended electronic invoice approval means for allowing the creditor participant to approve the amended electronic invoice proposed by the debtor participant.

19. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 18 further comprising:

approved amended electronic invoice authorization means for allowing the debtor participant to authorize the amended electronic invoice approved by the creditor participant, whereby the authorization signifies the debt reflected in the electronic invoice has become a payment obligation due on a date certain.

20. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 18 further comprising:

approved amended electronic invoice confirmation means for allowing the debtor participant to confirm the amended electronic invoice approved by the creditor participant, whereby the confirmation signifies the debt reflected in the electronic invoice has become an independent payment obligation due on a date certain and free of any defenses to the underlying contract.

21. (Previously Presented) An electronic multiparty accounts receivable and accounts payable system for use by at least two system participants who have contracted with one another

and who may owe debts to one another under one or more underlying contracts, the said system comprising:

electronic data storage means for storing accounts receivable and accounts payable information concerning the system participants;

data entry means for entering accounts receivable and accounts payable information reflecting debts owed to a creditor participant by a debtor participant into the electronic data storage means of the electronic multiparty accounts receivable and accounts payable system;

electronic invoicing means for constructing an electronic invoice reflecting amounts owed to the creditor participant by the debtor participant on one or more underlying contracts;

electronic invoice presentment means for presenting the electronic invoice reflecting amounts owed to the creditor participant by the debtor participant for acceptance or rejection;

authorization means for allowing the debtor participant to authorize the electronic invoice, wherein the authorization transforms the debt reflected in the electronic invoice owed by the debtor participant into an independent payment obligation due on a date certain for a sum certain and free of defenses to the underlying contract; wherein the creditor participant transfers the independent payment obligation due on the date certain for the sum certain to a third party entity as an electronic promissory note for settling a separate obligation between the creditor participant and the third party entity;

amended electronic invoice creation means for allowing the creditor participant to construct an amended electronic invoice reflecting amendments to an electronic invoice previously presented by the creditor participant to the debtor participant; and

amended electronic invoice presentment means for presenting the amended electronic invoice constructed by the creditor participant to the debtor participant.

22. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 21 wherein the amended electronic invoice creation means allows the creditor participant to propose a new payment amount.

23. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 21 wherein the amended electronic invoice creation means allows the creditor participant to propose a new payment date.

24. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 21 wherein the amended electronic invoice creation means allows the creditor participant to propose a new payment currency.

25. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 21 wherein the amended electronic invoice creation means allows the creditor participant to propose changes to information reflected in the previously presented electronic invoice.

26. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 21 further comprising:

amended electronic invoice authorization means for allowing the debtor participant to authorize the amended electronic invoice presented by the creditor participant, whereby the authorization signifies the debt reflected in the electronic invoice has become a payment obligation due on a date certain.

27. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 21 further comprising:

amended electronic invoice confirmation means for allowing the debtor participant to confirm the amended electronic invoice presented by the creditor participant, whereby the confirmation signifies the debt reflected in the electronic invoice has become an independent payment obligation due on a date certain and free of any defenses to the underlying contract.

28. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 1 further comprising:

credit note creation means for allowing the creditor participant to construct a credit note reflecting an agreed-to credit; and

credit note presentment means for presenting the credit note to the debtor participant.

29. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 28 wherein the credit note creation means allows the creditor participant to associate the credit note created by the creditor participant to an electronic invoice previously presented by the creditor participant to the debtor participant.

30. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 28 further comprising:

credit note authorization means for allowing the debtor participant to authorize the credit note presented by the creditor participant, whereby the authorization signifies the credit reflected in the electronic credit note has become a payment obligation due on a date certain.

31. (Previously Presented) The electronic multiparty accounts receivable and accounts payable system of claim 28 further comprising:

credit note confirmation means for the debtor participant to confirm the credit note presented by the creditor participant, whereby the confirmation signifies the credit reflected in the electronic credit note has become an independent payment obligation due on a date certain and free of any defenses to the underlying contract.

32. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 1 further comprising:

information access control means for allowing each system participant to selectively control access to information stored in the electronic data storage means concerning system participants' transactions.

33. (Previously Presented) An electronic multiparty accounts receivable and accounts payable system for use by at least two system participants who have contracted with one another and who may owe debts to one another under one or more underlying contracts, the said system comprising:

electronic data storage means for storing accounts receivable and accounts payable information concerning the system participants;

data entry means for entering accounts receivable and accounts payable information reflecting debts owed to the creditor participant by a debtor participant into the electronic data storage means of the electronic multiparty accounts receivable and accounts payable system;

electronic invoicing means for constructing an electronic invoice reflecting amounts owed to the creditor participant by the debtor participant on one or more underlying contracts;

electronic invoice presentment means for presenting the electronic invoice reflecting amounts owed to the creditor participant by the debtor participant to the debtor participant for acceptance or rejection;

authorization means for allowing the debtor participant to authorize the electronic invoice, wherein the authorization transforms the debt reflected in the electronic invoice owed by

the debtor participant into an independent payment obligation due on a date certain for a sum certain and free of defenses to the underlying contract; wherein the creditor participant transfers the independent payment obligation due on the date certain for the sum certain to a third party entity as an electronic promissory note for settling a separate obligation between the creditor participant and the third party entity;

credit note creation means for allowing the creditor participant to construct a credit note reflecting an agreed-to credit;

credit note presentment means for presenting the credit note to the debtor participant; and

credit note confirmation means for the debtor participant to confirm the credit note presented by the creditor participant, whereby the confirmation signifies the credit reflected in the electronic credit note has become an independent payment obligation due on a date certain and free of any defenses to the underlying contract;

wherein the information access control means further allows each system participant to selectively control access to information in dependence on the identity of the party seeking access to the information.

34. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 31 wherein the information access control means further allows each system participant to selectively control access to information in dependence on category of information.

35. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 31 wherein the information access control means further allows each system participant to selectively control access to information in dependence on date.

36. (Previously Presented) An electronic multiparty accounts receivable and accounts payable system for use by at least two system participants who have contracted with one another and who may owe debts to one another under one or more underlying contracts, the said system comprising:

electronic data storage means for storing accounts receivable and accounts payable information concerning the system participants;

data entry means for entering accounts receivable and accounts payable information reflecting debts owed to a creditor participant by a debtor participant into the electronic data storage means of the electronic multiparty accounts receivable and accounts payable system;

electronic invoicing means for constructing an electronic invoice reflecting amounts owed to the creditor participant by the debtor participant on one or more underlying contracts;

electronic invoice presentment means for presenting the electronic invoice reflecting amounts owed to the creditor participant by the debtor participant for acceptance or rejection;

authorization means for allowing the debtor participant to authorize the electronic invoice, wherein the authorization transforms the debt reflected in the electronic invoice owed by the debtor participant into an independent payment obligation due on a date certain for a sum certain and free of defenses to the underlying contract; wherein the creditor participant transfers the independent payment obligation due on the date certain for the sum certain to a third party entity as an electronic promissory note for settling a separate obligation between the creditor participant and the third party entity; and

financial information viewing means for allowing each system participant to designate financial information stored in the electronic data storage means as available for review by selected third parties.

37. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 36 wherein the financial information viewing means allows the creditor participant to designate accounts receivable stored in the electronic data storage means as available for review by potential lenders from whom the participant desires to borrow money.

38. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 36 wherein the financial information viewing means allows the debtor participant to designate accounts payable stored in the electronic data storage means as available for review by potential lenders from whom the participant desires to borrow money.

39. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 36 wherein the financial information viewing means allows the creditor participant to designate authorized accounts receivable stored in the electronic data storage means as available for review by potential lenders from whom the participant desires to borrow money.

40. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 36 wherein the financial information viewing means allows the debtor

participant to designate authorized accounts payable stored in the electronic data storage means as available for review by potential lenders from whom the participant desires to borrow money

41. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 36 wherein the financial information viewing means allows the creditor participant to designate confirmed accounts receivable stored in the electronic data storage means as available for review by potential lenders from whom the participant desires to borrow money.

42. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 36 wherein the financial information viewing means allows the debtor participant to designate confirmed accounts payable stored in the electronic data storage means as available for review by potential lenders from whom the participant desires to borrow money.

43. (Previously Presented) An electronic multiparty accounts receivable and accounts payable system for use by at least two system participants who have contracted with one another and who may owe debts to one another under one or more underlying contracts, the said system comprising:

electronic data storage means for storing accounts receivable and accounts payable information concerning the system participants;

data entry means for entering accounts receivable and accounts payable information reflecting debts owed to a creditor participant by a debtor participant into the electronic data storage means of the electronic multiparty accounts receivable and accounts payable system;

electronic invoicing means for constructing an electronic invoice reflecting amounts owed to the creditor participant by the debtor participant on one or more underlying contracts;

electronic invoice presentment means for presenting the electronic invoice reflecting amounts owed to the creditor participant by the debtor participant for acceptance or rejection;

authorization means for allowing the debtor participant to authorize the electronic invoice, wherein the authorization signifies the debt reflected in the electronic invoice has become a payment obligation due on a date certain;

confirmation means for allowing the debtor participant to confirm the electronic invoice without modification, wherein the confirmation transforms the debt reflected in the electronic

invoice owed by the debtor participant into an independent payment obligation due on a date certain for a sum certain and free of defenses to the underlying contract;

wherein the creditor participant transfers the independent payment obligation due on the date certain for the sum certain to a third party entity as an electronic promissory note for settling a separate obligation between the creditor participant and the third party entity; and

independent payment obligation sale authorization means for allowing the debtor participant to agree to allow the creditor participant to sell to third parties the independent payment obligation created by confirmation of an electronic invoice or credit note.

44. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 43 wherein the independent payment obligation sale authorization means further allows the debtor participant to indicate that the debtor participant agrees to allow the creditor participant to offer for sale the independent payment obligation to a predetermined group of third parties.

45. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 43 wherein the independent payment obligation sale authorization means further allows the debtor participant to indicate that the debtor participant agrees to allow the creditor participant to offer for sale the independent payment obligation to any third party.

46. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 43 wherein the independent payment obligation sale authorization means further allows the debtor participant to indicate that the debtor participant agrees to allow the creditor participant to offer the independent payment obligation to a third system participant in settlement of debt owed to a third system participant by the creditor participant.

47. (Previously Presented) An electronic multiparty accounts receivable and accounts payable system for use by at least two system participants who have contracted with one another and who may owe debts to one another under one or more underlying contracts, the said system comprising:

electronic data storage means for storing accounts receivable and accounts payable information concerning the system participants;

data entry means for entering accounts receivable and accounts payable information reflecting debts owed to a creditor participant by a debtor participant into the electronic data storage means of the electronic multiparty accounts receivable and accounts payable system;

electronic invoicing means for constructing an electronic invoice reflecting amounts owed to the creditor participant by the debtor participant on one or more underlying contracts;

electronic invoice presentment means for presenting the electronic invoice reflecting amounts owed to the creditor participant by the debtor participant for acceptance or rejection;

authorization means for allowing the debtor participant to authorize the electronic invoice, wherein the authorization signifies the debt reflected in the electronic invoice has become a payment obligation due on a date certain;

confirmation means for allowing the debtor participant to confirm the electronic invoice without modification, wherein the confirmation transforms the debt reflected in the electronic invoice owed by the debtor participant into an independent payment obligation due on a date certain for a sum certain and free of defenses to the underlying contract;

wherein the creditor participant transfers the independent payment obligation due on the date certain for the sum certain to a third party entity as an electronic promissory note for settling a separate obligation between the creditor participant and the third party entity; and

electronic transferable record designation means for designating as an electronic transferable record confirmed electronic invoices constituting independent payment obligations of the debtor participant to the creditor participant.

48. (Previously Presented) An electronic multiparty accounts receivable and accounts payable system for use by at least two system participants who have contracted with one another and who may owe debts to one another under one or more underlying contracts, the said system comprising:

electronic data storage means for storing accounts receivable and accounts payable information concerning the system participants;

data entry means for entering accounts receivable and accounts payable information reflecting debts owed to a creditor participant by a debtor participant into the electronic data storage means of the electronic multiparty accounts receivable and accounts payable system;

electronic invoicing means for constructing an electronic invoice reflecting amounts owed to the creditor participant by the debtor participant on one or more underlying contracts;

electronic invoice presentment means for presenting the electronic invoice reflecting amounts owed to the creditor participant by the debtor participant for acceptance or rejection;

authorization means for allowing the debtor participant to authorize the electronic invoice, wherein the authorization signifies the debt reflected in the electronic invoice has become a payment obligation due on a date certain;

confirmation means for allowing the debtor participant to confirm the electronic invoice without modification, wherein the confirmation transforms the debt reflected in the electronic invoice owed by the debtor participant into an independent payment obligation due on a date certain for a sum certain and free of defenses to the underlying contract;

wherein the creditor participant transfers the independent payment obligation due on the date certain for the sum certain to a third party entity as an electronic promissory note for settling a separate obligation between the creditor participant and the third party entity; and

electronic bill of exchange designation means for designating as an electronic bill of exchange confirmed electronic invoices constituting independent payment obligations of the debtor participant to the creditor participant.

49. (Previously Presented) An electronic multiparty accounts receivable and accounts payable system for use by at least two system participants who have contracted with one another and who may owe debts to one another under one or more underlying contracts, the said system comprising:

electronic data storage means for storing accounts receivable and accounts payable information concerning the system participants;

data entry means for entering accounts receivable and accounts payable information reflecting debts owed to a creditor participant by a debtor participant into the electronic data storage means of the electronic multiparty accounts receivable and accounts payable system;

electronic invoicing means for constructing an electronic invoice reflecting amounts owed to the creditor participant by the debtor participant on one or more underlying contracts;

electronic invoice presentment means for presenting the electronic invoice reflecting amounts owed to the creditor participant by the debtor participant for acceptance or rejection;

authorization means for allowing the debtor participant to authorize the electronic invoice, wherein the authorization signifies the debt reflected in the electronic invoice has become a payment obligation due on a date certain;

confirmation means for allowing the debtor participant to confirm the electronic invoice without modification, wherein the confirmation transforms the debt reflected in the electronic invoice owed by the debtor participant into an independent payment obligation due on a date certain for a sum certain and free of defenses to the underlying contract;

wherein the creditor participant transfers the independent payment obligation due on the date certain for the sum certain to a third party entity as an electronic promissory note for settling a separate obligation between the creditor participant and the third party entity; and

electronic draft designation means for designating as an electronic draft confirmed electronic invoices constituting independent payment obligations of the debtor participant to the creditor participant.

50. (Previously Presented) An electronic multiparty accounts receivable and accounts payable system for use by at least two system participants who have contracted with one another and who may owe debts to one another under one or more underlying contracts, the said system comprising:

electronic data storage means for storing accounts receivable and accounts payable information concerning the system participants;

data entry means for entering accounts receivable and accounts payable information reflecting debts owed to a creditor participant by a debtor participant into the electronic data storage means of the electronic multiparty accounts receivable and accounts payable system;

electronic invoicing means for constructing an electronic invoice reflecting amounts owed to the creditor participant by the debtor participant on one or more underlying contracts;

electronic invoice presentment means for presenting the electronic invoice reflecting amounts owed to the creditor participant by the debtor participant for acceptance or rejection;

authorization means for allowing the debtor participant to authorize the electronic invoice, wherein the authorization signifies the debt reflected in the electronic invoice has become a payment obligation due on a date certain;

confirmation means for allowing the debtor participant to confirm the electronic invoice without modification, wherein the confirmation transforms the debt reflected in the electronic invoice owed by the debtor participant into an independent payment obligation due on a date certain for a sum certain and free of defenses to the underlying contract;

wherein the creditor participant transfers the independent payment obligation due on the date certain for the sum certain to a third party entity as an electronic promissory note for settling a separate obligation between the creditor participant and the third party entity; and

electronic promissory note designation means for designating as electronic promissory notes confirmed electronic invoices constituting independent payment obligations of the debtor participant to the creditor participant.

51. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 50 further comprising:

electronic promissory note tracking means for tracking electronic promissory notes that have been pledged as collateral.

52. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 50 wherein the electronic promissory note designation means allows a participant to selectively bundle multiple confirmed electronic invoices into an electronic promissory note.

53. (Original) The electronic multiparty accounts receivable and accounts payable systems of claim 50 further comprising:

electronic promissory note sale designation means for allowing the creditor participant to designate electronic promissory notes held by the creditor participant as being available for discounting.

54. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 52 further comprising:

electronic promissory note sale availability identification means for identifying the electronic promissory notes held by the creditor participant that have been designated as available for discounting and for creating electronic records reflecting all or subset of all such electronic promissory notes.

55. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 54 further comprising:

electronic promissory note bid solicitation means for electronically soliciting bids from other participants or third parties for electronic promissory notes designated as available for sale.

56. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 54 further comprising:

electronic promissory note sale availability notification means for electronically advising third parties of the availability for sale of electronic promissory notes reflected in the electronic record created by the electronic promissory note sale availability identification means.

57. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 56 further comprising:

electronic promissory note bid means for allowing third parties interested in discounting electronic promissory notes available for sale to construct electronic bids for presentation to the creditor participant holding the electronic promissory notes; and

electronic promissory note bid presentment means for presenting the electronic bid to the creditor participant.

58. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 57 further comprising:

electronic promissory note bid acceptance means for allowing the creditor participant holding bid-upon electronic promissory notes to construct an electronic promissory note bid acceptance document for presentment to the third party bidding upon the electronic promissory notes held by the creditor participant; and

electronic promissory note bid acceptance presentment means for the creditor participant to present the bid acceptance document to the third party.

59. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 58 further comprising:

electronic promissory note transference means for transferring the successfully bid-upon electronic promissory notes to the third party who successfully bid on the electronic promissory notes.

60. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 59 further comprising:

third party settlement information collection means for collecting settlement information from the third party who successfully bid upon the electronic promissory notes held by the creditor participant.

61. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 60 further comprising:

third party settlement information advise means for providing the debtor participant owing the debt reflected in the electronic promissory notes with the settlement information collected from the third party.

62. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 61 further comprising:

electronic promissory note settlement means for settling debt obligations associated with the electronic promissory notes; and

electronic promissory note settlement update means for updating system accounts concerning the settlement of such electronic promissory notes.

63. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 61 further comprising:

electronic promissory note secondary market transference means for allowing the electronic promissory notes to be sold and transferred in secondary markets; and

electronic promissory note secondary market transference update means for updating information concerning the transfer of such electronic promissory notes.

64. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 56 further comprising:

third party preference specification means for the third party to identify purchase preferences.

65. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 64 wherein the third party preference specification means allows the third party to specify a monetary value of electronic promissory notes for purchasing and wherein the electronic multiparty accounts receivable and discounting system further comprises:

electronic promissory note bundling means for bundling a number of electronic promissory notes available for discounting corresponding to the monetary value specified by the third party.

66. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 64 wherein the third party preference specification means allows the third party to specify the debtor participant on the electronic promissory notes for purchasing and wherein the electronic multiparty accounts receivable and discounting system further comprises:

electronic promissory note debtor participant selection means for selecting all the electronic promissory notes held by creditor participants which name the debtor participant specified by the third party, and for organizing those electronic promissory notes into an electronic record for review by the third party.

67. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 64 wherein the third party preference specification means allows the third party to specify an acceptable credit rating for debtor participants on electronic promissory notes and wherein the electronic multiparty accounts receivable and discounting system further comprises:

electronic promissory note credit rating selection means for selecting all the electronic promissory notes held by creditor participants which name debtor participants having credit ratings corresponding at least to the credit rating specified by the third party, and for organizing those electronic promissory notes into an electronic record for review by the third party.

68. (Previously Presented) The electronic multiparty accounts receivable and accounts payable system of claims 1, 20, 27 or 31 further comprising:

accounts payable aggregation means for aggregating authorized or confirmed accounts payable reflected in authorized or confirmed debt obligations owed by the debtor participant.

69. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 68 wherein the authorized or confirmed accounts payable are aggregated by currency.

70. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 68 wherein the authorized or confirmed accounts payable are aggregated by date.

71. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 68 wherein the authorized or confirmed accounts payable are aggregated according to creditor of the accounts payable.

72. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 68 wherein the authorized or confirmed accounts payable are aggregated by other specific criteria.

73. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 68 wherein the authorized or confirmed accounts payable are aggregated excluding authorized or confirmed debt obligations that have become subject of electronic promissory notes.

74. (Previously Presented) The electronic multiparty accounts receivable and accounts payable system of claims 1, 20, 27 or 31 further comprising:

accounts receivable aggregation means for aggregating authorized or confirmed accounts receivable reflected in authorized or confirmed debt obligations owed to the creditor participant.

75. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 74 wherein the authorized or confirmed accounts receivable are aggregated by currency.

76. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 74 wherein the authorized or confirmed accounts receivable are aggregated by date.

77. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 74 wherein the authorized or confirmed accounts receivable are aggregated according to debtor of the accounts receivable.

78. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 74 wherein the authorized or confirmed accounts receivable are aggregated by other specific criteria.

79. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 74 wherein the authorized or confirmed accounts receivable are aggregated excluding authorized or confirmed debt obligations that have become subject of electronic promissory notes.

80. (Previously Presented) The electronic multiparty accounts receivable and accounts payable system of claims 1, 20, 27 or 31 further comprising:

bilateral netting means for netting the amount due to the creditor participant under authorized or confirmed debt obligations by any amounts owed to the debtor participant by the creditor participant in respect of amounts due on a specified payment date in a specified currency.

81. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 80 wherein the bilateral netting means allows excluding authorized or confirmed debt obligations that have become subject of electronic promissory notes.

82. (Previously Presented) The electronic multiparty accounts receivable and accounts payable system of claims 1, 20, 27 or 31 further comprising:

multilateral netting means for netting the amount due to a plurality of creditor participants under authorized or confirmed debt obligations by any amounts owed to the debtor participant by the plurality of creditor participant in respect of amounts due on a specified payment date in a specified currency.

83. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 82 wherein the multilateral netting means allows excluding authorized or confirmed debt obligations that have become subject of electronic promissory notes.

84. (Previously Presented) An electronic multiparty accounts receivable and accounts payable system for use by at least two system participants who have contracted with one another and who may owe debts to one another under one or more underlying contracts, the said system comprising:

electronic data storage means for storing accounts receivable and accounts payable information concerning the system participants;

data entry means for entering accounts receivable and accounts payable information reflecting debts owed to a creditor participant by a debtor participant into the electronic data storage means of the electronic multiparty accounts receivable and accounts payable system;

electronic invoicing means for constructing an electronic invoice reflecting amounts owed to the creditor participant by the debtor participant on one or more underlying contracts;

electronic invoice presentment means for presenting the electronic invoice reflecting amounts owed to the creditor participant by the debtor participant for acceptance or rejection;

authorization means for allowing the debtor participant to authorize the electronic invoice, wherein the authorization transforms the debt reflected in the electronic invoice owed by the debtor participant into an independent payment obligation due on a date certain for a sum certain and free of defenses to the underlying contract; wherein the creditor participant transfers the independent payment obligation due on the date certain for the sum certain to a third party entity as an electronic promissory note for settling a separate obligation between the creditor participant and the third party entity;

settlement determination means for determining payments a debtor participant must make on accounts payable reflected in authorized or confirmed electronic invoices in respect of a specified payment date and a specified currency;

trust account payment receipt verification means for verifying that payment has been received from the debtor participant and credited to a trust account at an agent bank; and

trust account payment receipt presentment means for presenting the electronic trust account payment receipt information.

85. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 84 further comprising:

creditor participant settlement information notification means for advising the creditor participant a predetermined number of days before the payments are due of payments to be made by the debtor participant.

86. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 84 further comprising:

debtor participant settlement information notification means for advising the debtor participant a predetermined number of days before the payments are due of payments that should be made to the creditor participant.

87. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 84 further comprising:

settlement verification means for advising the creditor participant and debtor participant of completion or failure of the payments due from the debtor participant to the creditor participant; and

settlement verification update means for updating settlement information stored in the electronic data storage means with information regarding the completion or failure of the payments.

88. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 84 further comprising:

automatic debit permission means for permitting the system to automatically create and issue payment instructions on behalf of the debtor participant to the bank of the debtor participant concerning payments due as determined by the settlement determination means.

89. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 84 further comprising:

payment exception processing means for processing payment failures.

90. (Previously Presented) An electronic multiparty accounts receivable and accounts payable system for use by at least two system participants who have contracted with one another and who may owe debts to one another under one or more underlying contracts, the said system comprising:

electronic data storage means for storing accounts receivable and accounts payable information concerning the system participants;

data entry means for entering accounts receivable and accounts payable information reflecting debts owed to a creditor participant by a debtor participant into the electronic data storage means of the electronic multiparty accounts receivable and accounts payable system;

electronic invoicing means for constructing an electronic invoice reflecting amounts owed to the creditor participant by the debtor participant on one or more underlying contracts;

electronic invoice presentment means for presenting the electronic invoice reflecting amounts owed to the creditor participant by the debtor participant for acceptance or rejection;

authorization means for allowing the debtor participant to authorize the electronic invoice, wherein the authorization transforms the debt reflected in the electronic invoice owed by the debtor participant into an independent payment obligation due on a date certain for a sum

certain and free of defenses to the underlying contract; wherein the creditor participant transfers the independent payment obligation due on the date certain for the sum certain to a third party entity as an electronic promissory note for settling a separate obligation between the creditor participant and the third party entity;

settlement determination means for determining payments a debtor participant must make on accounts payable reflected in authorized or confirmed electronic invoices in respect of a specified payment date and a specified currency;

debtor participant payment remittance verification means for verifying that a payment for the amount due has been issued from the account of the debtor participant at the debtor participant's bank to either the trust account at an agent bank or account of the creditor at the creditor's bank;

debtor participant payment remittance presentment means for presenting the electronic debtor participant payment remittance verification information; and

trust account payment receipt update means for updating the information stored on the electronic data storage means with the trust account payment receipt information concerning the payment made by the debtor participant into a trust account of an agent bank.

91. - 92. (Canceled)

93. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 90 further comprising:

trust account payment instruction means for issuing instructions to the trustee of the trust account into which the debtor participant made payment to issue a payment from the trust account into an account of the creditor at the creditor's bank.

94. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 93 further comprising:

trust account payment remittance verification means for verifying that an amount reflected in the trust account payment instruction has been transferred from the trust account at an agent bank to an account of the creditor at the creditor's bank; and

trust account payment remittance presentment means for presenting the electronic trust account payment remittance information.

95. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 94 further comprising:

creditor payment receipt verification means for verifying that the creditor's bank verifies receipt of the payment from the trust account at an agent bank into the account of the creditor at the creditor's bank; and

creditor payment receipt presentment means for presenting the creditor payment receipt information.

96. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 95 further comprising:

creditor payment receipt update means for updating the information stored on the electronic data storage means with information concerning the payment made from the trust account at an agent bank into the account of the creditor at the creditor's bank.

97. (Previously Presented) An electronic multiparty accounts receivable and accounts payable system for use by at least two system participants who have contracted with one another and who may owe debts to one another under one or more underlying contracts, the said system comprising:

electronic data storage means for storing accounts receivable and accounts payable information concerning the system participants;

data entry means for entering accounts receivable and accounts payable information reflecting debts owed to a creditor participant by a debtor participant into the electronic data storage means of the electronic multiparty accounts receivable and accounts payable system;

electronic invoicing means for constructing an electronic invoice reflecting amounts owed to the creditor participant by the debtor participant on one or more underlying contracts;

electronic invoice presentment means for presenting the electronic invoice reflecting amounts owed to the creditor participant by the debtor participant for acceptance or rejection;

authorization means for allowing the debtor participant to authorize the electronic invoice, wherein the authorization transforms the debt reflected in the electronic invoice owed by the debtor participant into an independent payment obligation due on a date certain for a sum certain and free of defenses to the underlying contract; wherein the creditor participant transfers the independent payment obligation due on the date certain for the sum certain to a third party

entity as an electronic promissory note for settling a separate obligation between the creditor participant and the third party entity;

settlement determination means for determining payments a debtor participant must make on accounts payable reflected in authorized or confirmed electronic invoices in respect of a specified payment date and a specified currency; and

automatic debtor participant payment instruction creation means for automatically creating and submitting a payment instruction to the bank of the debtor participant to issue a payment for the amount due from the account of the debtor participant into a trust account at an agent bank.

98. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 97 further comprising:

debtor participant payment remittance verification means for verifying that a payment for the amount due has been issued from the account of the debtor participant at the debtor participant's bank to the trust account at an agent bank; and

debtor participant payment remittance presentment means for presenting the electronic debtor participant payment remittance verification information.

99. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 98 further comprising:

trust account payment receipt verification means for verifying that payment has been received from the debtor participant and credited to a trust account at an agent bank; and

trust account payment receipt presentment means for presenting the electronic trust account payment receipt information.

100. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 99 further comprising:

trust account payment receipt update means for updating the information stored on the electronic data storage means with the trust account payment receipt information concerning the payment made by the debtor participant into a trust account of an agent bank.

101. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 99 further comprising:

trust account payment instruction means for issuing instructions to the trustee of the trust account into which the debtor participant made payment to issue a payment from the trust account into an account of the creditor at the creditor's bank.

102. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 101 further comprising:

trust account payment remittance verification means for verifying that an amount reflected in the trust account payment instruction has been transferred from the trust account at an agent bank to an account of the creditor at the creditor's bank; and

trust account payment remittance presentment means for presenting the electronic trust account payment remittance information.

103. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 102 further comprising:

creditor payment receipt verification means for verifying that the creditor's bank verifies receipt of the payment from the trust account at an agent bank into the account of the creditor at the creditor's bank; and

creditor payment receipt presentment means for presenting the creditor payment receipt information.

104. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 103 further comprising:

creditor payment receipt update means for updating the information stored on the electronic data storage means with information concerning the payment made from the trust account at an agent bank into the account of the creditor at the creditor's bank.

105. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 84 further comprising:

creditor participant payment receipt means for confirming that the bank of the creditor participant confirms receipt of the payment from the bank of the debtor participant; and

creditor participant electronic payment receipt presentment means for presenting the creditor participant payment receipt information to the debtor participant.

106. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 105 further comprising:

creditor participant payment receipt update means for updating the information stored on the electronic data storage means with information concerning the payment made by the debtor participant into the account of the creditor participant.

107. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 84 further comprising:

creditor account automatic payment authorization means for automatically issuing payment instructions to a bank of the debtor participant authorizing the bank of the debtor participant to transfer an amount equal to the payment due into an account of the creditor participant at a creditor participant's bank.

108. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 107 further comprising:

creditor account payment authorization update means for updating the information stored on the electronic data storage means with the creditor participant account payment authorization information concerning the payment made on behalf of the debtor participant from the bank of the debtor participant into the account of the creditor system participant.

109. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 108 further comprising:

creditor participant payment receipt means for confirming that the bank of the creditor participant confirms receipt of the payment from the bank of the debtor participant; and

creditor participant electronic payment receipt presentment means for presenting the creditor participant payment receipt information to the debtor participant.

110. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 109 further comprising:

creditor participant payment receipt update means for updating the information stored on the electronic data storage means with information concerning the payment made by the debtor participant into the account of the creditor participant.

111. (Previously Presented) An electronic multiparty accounts receivable and accounts payable system for use by at least two system participants who have contracted with one another and who may owe debts to one another under one or more underlying contracts, the said system comprising:

electronic data storage means for storing accounts receivable and accounts payable information concerning the system participants;

data entry means for entering accounts receivable and accounts payable information reflecting debts owed to a creditor participant by a debtor participant into the electronic data storage means of the electronic multiparty accounts receivable and accounts payable system;

electronic invoicing means for constructing an electronic invoice reflecting amounts owed to the creditor participant by the debtor participant on one or more underlying contracts;

electronic invoice presentment means for presenting the electronic invoice reflecting amounts owed to the creditor participant by the debtor participant for acceptance or rejection;

authorization means for allowing the debtor participant to authorize the electronic invoice, wherein the authorization transforms the debt reflected in the electronic invoice owed by the debtor participant into an independent payment obligation due on a date certain for a sum certain and free of defenses to the underlying contract; wherein the creditor participant transfers the independent payment obligation due on the date certain for the sum certain to a third party entity as an electronic promissory note for settling a separate obligation between the creditor participant and the third party entity; and

settlement determination means for determining payments a debtor participant must make on accounts payable reflected in authorized or confirmed electronic invoices in respect of a specified payment date and a specified currency;

wherein a debtor participant holds an electronic promissory note and a creditor participant has agreed to accept the electronic promissory note for settlement of debts of the debtor participant, the electronic multiparty accounts receivable and accounts payable system further comprising:

debtor electronic promissory note settlement means for allowing the debtor participant to use the electronic promissory note in satisfaction of the payment obligations owed to the creditor participant.

112. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 111 further comprising:

electronic promissory note transference means for transferring to the creditor participant electronic promissory note used by the debtor participant to settle payment obligations owed to the creditor participant.

113. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 112 further comprising:

creditor participant settlement information collection means for collecting settlement information from the creditor participant who accepted the electronic promissory note in satisfaction of debt obligations owed by the debtor participant.

114. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 113 further comprising:

creditor participant settlement information presentment means for presenting the settlement information collected from the creditor participant who accepted the electronic promissory note in satisfaction of debt obligations owed by the debtor participant.

115. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 114 further comprising:

promissory note settlement update means for updating the information stored on the electronic data storage means with the settlement information concerning the payment made by the debtor participant using the electronic promissory note for satisfying debt obligations owed to the creditor participant by the debtor participant.

116. (Previously Presented) The electronic multiparty accounts receivable and accounts payable system of claim 112 further comprising:

unilateral settlement remittance means for allowing the debtor participant to construct an electronic remittance advice document advising that the debtor participant has made a payment different from the payment amount reflected in the electronic invoice rejected by the debtor participant; and

unilateral settlement remittance information presentment means for presenting the electronic remittance document.

117. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 116 further comprising:

indirect settlement unilateral payment rejection means for allowing the creditor participant to reject an unilateral payment by the debtor participant through instructing an agent bank not to transfer funds paid by the debtor participant into the account of the creditor participant at the creditor's bank; and

indirect settlement unilateral payment rejection presentment means for presenting the unilateral payment rejection information.

118. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 116 further comprising:

direct settlement unilateral payment rejection means for allowing the creditor participant to reject an unilateral payment by the debtor participant through instructing the creditors participant's bank not to transfer funds paid by the debtor participant into the account of the creditor participant at the creditor participant's s bank; and

direct settlement unilateral payment rejection presentment means for presenting the unilateral payment rejection information.

119. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 84 further comprising:

participant foreign exchange transaction means for determining and executing foreign exchange transactions for debtor participants and creditor participants concerning pairs of foreign currencies in advance of settlement of payment obligations.

120. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 84 further comprising:

foreign exchange pooling means for determining the foreign exchange required by the system to cover payments to be made in different currencies from trust accounts at an agent bank into accounts of the creditors at the creditors' banks in respect of authorized or confirmed debt obligations.

121. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 120 further comprising:

system foreign exchange transaction means for determining and executing foreign exchange transactions concerning pairs of foreign currencies in advance of settlement of payment obligations that require payments to be made from the trust account at an agent bank.

122. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 1 further comprising:

electronic workflow management means for allowing each participant to institute electronic workflow management strategies that selectively allocate or perform accounts receivable or accounts payable management work.

123. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 122 wherein the electronic workflow management means allows the system participant to institute workflow management rules based on the characteristics of the electronic invoice or credit note.

124. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 122 further comprising:

automatic workflow allocation means for allowing each participant to institute workflow management strategies that include automatic, system-initiated actions that do not require participant intervention.

125. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 1 wherein the data entry means allows a creditor participant to manually or automatically enter accounts receivable information in the electronic data storage means.

126. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 1 wherein the data entry means allows third parties to manually or automatically enter on behalf of a creditor participant accounts receivable information in the electronic data storage means.

127. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 1 wherein the data entry means allows a debtor participant to manually or automatically enter accounts payable information in the electronic data storage means.

128. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 1 wherein the data entry means allows third parties to manually or automatically enter on behalf of a debtor participant accounts payable information in the electronic data storage means.

129. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 1 wherein the data entry means allows a creditor participant to manually or automatically enter other information in the electronic data storage means.

130. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 1 wherein the data entry means allows a debtor participant to manually or automatically enter other information in the electronic data storage means.

131. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 1 wherein the data entry means allows third parties to manually or automatically enter on behalf of a system participant other information in the electronic data storage means.

132. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 1 further comprising:

template customization means for allowing each participant to customize the design of the invoice or credit note templates used for generating invoices or credit notes.

133. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 1 wherein the electronic invoice created by the electronic invoicing means includes the name of the creditor.

134. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 1 wherein the electronic invoice created by the electronic invoicing means includes the name of the debtor.

135. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 1 wherein the electronic invoice created by the electronic invoicing means describes the transaction creating the debt reflected in the electronic invoice.

136. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 1 wherein the electronic invoice created by the electronic invoicing means sets forth the taxes payable on the transaction reflected in the electronic invoice.

137. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 1 wherein the electronic invoice created by the electronic invoicing means includes line items listing the component elements of debts owed to the creditor by the debtor, and evidenced by such invoice.

138. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 1 further comprising:

electronic invoice information addition means for including additional information or graphics in an electronic invoice created on the system.

139. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 1 further comprising:

financial data reporting means for analyzing and creating reports concerning participants' financial information generated during operation of the electronic multiparty accounts receivable and accounts payable system.

140. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 139 wherein the financial data reporting means allows each participant to perform cash flow analysis and reporting for analyzing cash flows into, and out of, the participant's system account.

141. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 139 wherein the financial data reporting means allows each participant to perform other analysis and reporting.

142. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 139 wherein the financial data reporting means allows each participant to specify the category of data, the particular analysis to be performed, and the format of the report to be generated.

143. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 139 wherein the financial data reporting means allows each participant to create a list of analysis reports used by the participant.

144. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 139 wherein the financial data reporting means allows the system to perform analysis and reporting.

145. (Original) The electronic multiparty accounts receivable and accounts payable system of claim 139

wherein the financial data reporting means allows the system to track individual participants' credit risks.

146 - 154. (Canceled)

155. (Previously Presented) An electronic multiparty accounts receivable and accounts payable system for use by a plurality of system participants who have contracted with one another and who owe a plurality of debts to one another under a plurality of underlying contracts, and wherein certain system participants are debtor participants as a result of debts owed to other system participants, and wherein other system participants are creditor participants as a result of debts owed to them by the debtor participants, the said system comprising:

electronic data storage means for storing debt information associated with at least one invoice between the debtor participant and the creditor participant;

data entry means for entering debt information into the electronic data storage means of the electronic multiparty accounts receivable and accounts payable system; and

aggregation means for electronically aggregating debt obligations reflected in the at least one invoice owed by the debtor participant or to the creditor participant by one or more characteristics associated with financial information to be aggregated;

wherein the debtor participant electronically transmits amended data associated with the invoice concerning the debtor participant and the creditor participant wherein the amended data comprises one or more of modified payment amount, modified payment date and one or more proposed changes; wherein the creditor participant electronically receives the amended data and electronically performs a decision on the amended data for confirmation wherein the confirmation indicates an agreement concerning the amended data prior to execution of the invoice; and

wherein the creditor participant and the debtor participant collaborate together for reconciliation concerning the debt obligation associated with the creditor participant and the debtor participant.

156-157 (Canceled)